AGENDA

COMMITTEE ON COMMUNITY IMPROVEMENT

June 7, 2005 Aldermen O'Neil, Shea, Garrity, Smith, Lopez 5:15 PM Aldermanic Chambers City Hall (3rd Floor)

- 1. Chairman O'Neil calls the meeting to order.
- 2. The Clerk calls the roll.
- 3. Update on the South Main Street Fire Station and Library to be given by Tim Clougherty, Facilities Engineer.
- 4. Discussion regarding FY2006 Motorized Equipment Replacement funds.
- 5. Discussion regarding the administration of CIP 650300, Hackett Hill Development.
- 6. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Sixty Three Thousand Three Hundred Ninety Two Dollars (\$63,392) for the 2005 CIP 210505 School Based Dental Services.

Gentlemen, what is your pleasure?

7. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Forty Thousand (\$40,000) for FY2005 CIP 412105 Gang Interdiction Program.

Gentlemen, what is your pleasure?

8. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Fourteen Thousand Nine Hundred Seventeen Dollars (\$14,917) for FY2006 CIP 411306 Enforcing Underage Drinking Program.

Gentlemen, what is your pleasure?

9. Amending resolution and budget authorization authorizing and appropriating funds in the amount of One Hundred Two Thousand Five Hundred Eighty Three Dollars (\$102,583) for FY2006 CIP 411406 Byrne Justice Assistance Grant Program.

Gentlemen, what is your pleasure?

10. Amending resolution and budget authorization authorizing and appropriating funds in the amount of One Hundred Six Thousand Two Hundred Fifty Dollars (\$106,250) for CIP 411506 Homeland Security & Hazardous Material Project.

Gentlemen, what is your pleasure?

11. CIP Budget Authorization:

410706 NH DWI Patrol Program, Revision #1

Gentlemen, what is your pleasure?

12. Communication from the Director of Planning requesting various CIP project extensions until December 31, 2005.

Gentlemen, what is your pleasure?

- 13. Communication from Robert MacKenzie, Planning Director, recommending approval of a five year renewal of the lease for the Manchester Community Resource Center at 177 Lake Avenue.

 Gentlemen, what is your pleasure?
- 14. Communication from Robert MacKenzie, Planning Director, regarding a request from Manchester Housing & Redevelopment Authority to designate the immediate block surrounding the Brown School (Amory, Alsace, Kelly and Joliette Streets) a "City Target Area."

Gentlemen, what is your pleasure?

- 15. Communication from Robert MacKenzie, Planning Director, recommending the Board of Mayor and Aldermen authorize \$100,000 from the NH DOT reimbursement (previously recommended for watershed conservation/preservation) be granted through the CIP program to For Manchester and Families in Transition for the purpose of acquiring the Blacksmith Shop on Bass Island subject to the following conditions:
 - a) concurrence from the SEPP Committee;
 - b) appropriate restrictions for the conservation and preservation of the property; and
 - c) approval by the City Solicitor.

Gentlemen, what is your pleasure?

16. Communication from Bruce Thomas, Engineering Manager, requesting the approval of the Chronic Drain Projects as outlined herein, subject to availability of funding.

Gentlemen, what is your pleasure?

17. Petition from residents of Whitford Street and Walnut Hill Avenue Extension requesting a solution to their storm/sewer drain issues. (Note: Communication from Bruce Thomas, Engineering Manager, requesting funding for the installation of a sewer and drainage system on Walnut Hill Avenue in the amount of \$335,000 attached).

Gentlemen, what is your pleasure?

18. Communication from Frank Thomas, Public Works Director, regarding a request from Fairway Estates Condominiums to turn over their private driveway to the City.

Gentlemen, what is your pleasure?

19. Petition for layout and discontinuance of a portion of Auburn South Back Street.

(Note: Recommendation from Highway Department to release and discharge 150' of the street rather than the petitioned 100' attached.) Gentlemen, what is your pleasure?

20. Petition to dedicate a public highway to be known as Goebel Street. **Gentlemen, what is your pleasure?**

21. Sewer abatement request (180 Beech Street).

(Note: EPD is recommending that this request be denied.)

Gentlemen, what is your pleasure?

22. Report of the Committee on Lands and Buildings recommending that the Black Brook/Maxwell Pond Dam be retained and repaired.

(Note: This item was referred to the Committee by the Board of Mayor and Aldermen on May 3, 2005.)

Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of the following items from the table for discussion.

23. Communication from Chuck DePrima, Deputy Director of Parks, Recreation & Cemeteries, submitting information pertaining to the Crystal Lake Master Plan/Playground.

(Note: Tabled 4/12/05 for an estimate from Parks & Recreation, which is attached.

24. Communication from Aldermen Garrity and O'Neil requesting the Highway Department review the situation at the intersection of So. Willow and So. Maple Streets and report back to the Committee with recommendations for improvements and estimated costs.

(Note: Originally tabled on 2/18/05 pending an estimate from Highway Department, which was received and is attached. Retabled on 4/12/05 to have Planning Department research South Willow Street funds.)

- 25. Discussion of funding for the Weston Tower project. (Note: Tabled 4/12/05).
- 26. If there is no further business, a motion is in order to adjourn.



City of Manchester

Department of Highways Facilities Division

275 Clay Street Manchester, New Hampshire 03103-5613

> (603) 624-6555 Administrative Office (603) 624-6562 Fax

Frank C. Thomas
Public Works Director

Kevin A. Sheppard

Deputy Public Works Director

Timothy J. Clougherty Chief Facilities Manager

June 1, 2005

Board of Mayor and Aldermen CIP Committee One City Hall Plaza Manchester, New Hampshire

Re: South Main St. Fire Station Renovations

Honorable Committee Members:

The purpose of this memo is to provide a brief status report on the South Main Fire Station Renovation Project. Bids were received on March 14, 2005. The following is the bid summary.

Base Bid	Renovations and Alterations	\$1,189,000	Elected
Alternate 1	Add Basement Training Room	\$ 76,293	Declined
Alternate 2	Replace Concrete wall with drywall	\$ (27,573)	Declined
Alternate 3	Add North Bay Brick Re-Facing	\$ 27,225	Elected
Alternate 4	Security System	\$ 30,855	Elected
	Total contract with elected alternatives	\$1,247,080	

A total of five contractors submitted bids for the project. The low bidder was James J. Welch & Co.

As you can see from the above, alternatives 1 and 2 were not elected. Alternative 2 changed the construction type of some interior walls, as potential cost savings, but proved unnecessary. Alternative 1 included the addition of a training room in the basement of the station. This was not included in the original program or budget and has not been elected due to budget constraints. These decisions were made in consultation with the Manchester Fire Department.





Total project costs are estimated as follows:

Total Project Costs	\$ 1,600,000
Contingency	\$ 123,376
Architect/Engineering	\$ 121,611
Owner Costs (Testing, Furn., eqpt, etc.)	\$ 107,933
Construction Contract	\$ 1,247,080

As you can see the project is within budgeted amounts. The Facilities Division is in the process of executing a contract with James J. Welch & Co.

Construction is expected to begin on or about April 11, 2005. Anticipated completion is early December 2005.

Thank you. If there are any questions please do not hesitate to contact me.

Sincerely,

Timothy J. Clougherty Chief Facilities Manager

cc/Mayor Baines

Frank C. Thomas, P.E. Kevin A. Sheppard, P.E. Joe Kane/MFD Frank Monnelly Dave Albin Robert MacKenzie Eric Krueger



City of Manchester

Department of Highways Facilities Division

275 Clay Street Manchester, New Hampshire 03103-5613

(603) 624-6555 Administrative Office (603) 624-6562 Fax Frank C. Thomas
Public Works Director

Kevin A. Sheppard Deputy Public Works Director

> Timothy J. Clougherty Chief Facilities Manager

June 1, 2005

Board of Mayor and Aldermen CIP Committee One City Hall Plaza Manchester, New Hampshire

Re: Carpenter Memorial Library Renovations and Upgrades

Honorable Committee Members:

The purpose of this memo is to provide a brief status report on the Carpenter Memorial Library Renovations and Upgrades Project. Bids were received on April 14, 2005. The following is the bid summary.

Base Bid	Renovations and Alterations	\$1	,189,000	Elected
Alternate 1	EPDM Membrane Roofing	\$	(800)	Declined
Alternate 2	Self Adhering Sheet Waterproofing	\$	(220)	Declined
Alternate 3	Attic Thermal Insulation	\$	30,600	Elected
Alternate 4	Reroof with Thermoplastic Membrane	\$	63,,985	Elected
Alternate 5	Reroof with EPDM Membrane Roofing	\$	62,380	Declined
Alternate 6	Complete Repainting	\$	21,400	Elected
Alternate 7	Stone Masonry Cleaning	\$	30,855	Elected
	Total contract with elected alternatives	\$2	,323,225	

Allowances, Masonry Repointing, Utilities, Electrical relocations, Boiler Repair, Data Cable relocations Total Allowances \$46,200

A total of three contractors submitted bids for the project. The low bidder was Hutter Construction Corporation.

As you can see from the above, alternatives 1,2 and 5 were not elected. Alternative 1 was an alternate material in the rain gutter area as potential cost savings, but proved unnecessary. Alternative 2 was not required for the front step rebuilding. Alternate #5 was not chosen, as the price was similar to Alternate #4. These decisions were made in consultation with the Manchester City Library and CMK Architects.



Total project costs are estimated as follows:

Construction Contract	\$ 2,323,225
Owner Costs (Clerk, Testing, Equip, etc.)	\$ 78,000
Allowances	\$ 46,200
Architect/Engineering	\$ 165,400
Contingency	\$ 367,175
Total Project Costs	\$ 2,980,000

As you can see the project is within budgeted amounts. The Facilities Division has executed a contract with Hutter Construction Corporation.

Construction has begun on May 16, 2005. Anticipated completion is early January 2006.

Thank you. If there are any questions please do not hesitate to contact me.

Sincerely,

Timothy J. Clougherty Chief Facilities Manager

cc/Mayor Baines

Frank C. Thomas, P.E.

Kevin A. Sheppard, P.E.

John Brisbin

Bill Prive

Robert MacKenzie

Eric Krueger



City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry

William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

June 1, 2005

C.I.P. Committee of the Honorable Board of Mayor and Aldermen CITY OF MANCHESTER One City Hall Plaza, Manchester, New Hampshire 03101

Attn: Mr. Leo R. Bernier, City Clerk

Re: FY '06 Motorized Equipment Replacement

Dear Committee Members:

I am requesting that you allow time at your next Committee meeting to allow me to present our recommendation for the expenditure of the FY '06 M.E.R. monies.

Sincerely,

Kévin A. Sheppard, P.E.

Deputy Public Works Director

/cd

cc: Frank C. Thomas, P.E.
Alderman Daniel P. O'Neil
Chief Joseph Kane
Chief John Jaskolka
Ronald Ludwig
Leon Lafreniere



City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Sixty Three Thousand Three Hundred Ninety Two Dollars (\$63,392) for the 2005 CIP 210505 School Based Dental Services."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept funding in the amount of \$63,392 from the State of New Hampshire Department of Health and Human Services – Division of Public Health Services for the implementation of School Based Dental Services;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

By increasing:

FY2005 CIP 210505 School Based Dental Services - \$63,392 State (From \$15,000 State to \$78,392 State)

Resolved, that this Resolution shall take effect upon its passage.

operator (Special Per no Special Explication (Constitution) and product and large state of exact the sole of th	CIP BUDGET	AUTHORIZATION	NEW TOTAL SECTION OF THE PROPERTY OF THE PROPE	
CIP #: 210505	Project Year:	2005 CI	P Resolution:	6/1/2004
Title: School Based Dental Serv	ices	Ar	mending Resolution	6/7/2005
Administering Department: Health	R	evision:	#1	
Project Description Program fur Department	iding to support school base as well as allow for the expa	d dental services current	ly provided by the Mar ester children.	nchester Health
Federal Grants Federal Gra	ınt: No	Environmental	Review Required:	No
Grant Exect			Completed:	
Critical Events				
Program Initiation Program Completion				06/08/05 06/30/07
Expected Completion Date:	Description of the second of t	AAA		6/30/2007
			enegation at experimentation of the second control of the second control of the second control of the second co	
Line Item Budget	STATE		ACCINICATE OF CONTRACT NATIONAL STATE OF CONTRACT ACCINICATE ACCIN	TOTAL
Salaries and Wages	\$45,000.00	\$0.00	\$0.00	\$45,000.00
Fringes	\$18,000.00	\$0.00	\$0.00	\$18,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$15,392.00	\$0.00	\$0.00	\$15,392.00
TOTAL	\$78,392.00	\$0.00	\$0.00	\$78,392.00
Revisions #1 - budget i \$78,392.	ncreased from \$15,000 to \$7	78,392. Grant estimated	to be \$15,000, actual	grant amount

Total Funded

Planning Department/Startup Form - 07/01/04

\$78,392.00



City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY 2005 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for FY2005 CIP 412105 Gang Interdiction Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$40,000 from the State of New Hampshire Department of Safety;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

By adding:

FY2005 412105 - Gang Interdiction Program - \$40,000 State

Resolved, that this Resolution shall take effect upon its passage.

		CIP BUDGE I	AUTHORIZATION	SAR CHANNES EX SUSSEE STOP CHANNES WAS A CORNEL OF STOP CONTRACTOR STOP CORN SERVICE AND A STATE OF THE PARTY	
CIP#: 412105	5 Proj	ect Year:	2005 C	CIP Resolution:	6/1/2004
Title: Gang Interd	diction		Α	mending Resolution	6/7/2005
Administering Departr	ment: Police Depar	tment	F	Revision:	
Project Description	Funding to reimbut to combat gangs a	se the Manchester Pond gang related crime	olice Department for OT	salary for assisting in	the statewide effort
Federal Grants	Federal Grant:	No	Environmental		No
SUCCESSION OF SERVICE SERVICES	Grant Executed:		en seneral proposación por para de característica de característica de característica de característica de car	Completed:	DESCRIPTION OF THE PROPERTY OF
Critical Events					0
Program Inititation Program Completion					June-Sept 05 09/30/05
Expected Completion	Nate:				9/30/2005
Expected Completion	Date.	Livacem nodele kom oktopola alivacevano i esembete			
Line Item E	Budget	STATE			TOTAL
Salaries and	Wages	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Fringes	_	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engir	neering	\$0.00	\$0.00	\$0.00	\$0.00
Planning		\$0.00	\$0.00	\$0.00	\$0.00
Consultant F	ees	\$0.00	\$0.00	\$0.00	\$0.00
Construction	Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisi	ition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	:	\$0.00	\$0.00	\$0.00	\$0.00
Overhead		\$0,00	\$0.00	\$0.00	\$0.00
Construction	Contracts	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
Other					\$40,000.00

Total Funded

Planning Department/Startup Form - 07/01/04

\$40,000.00



City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY 2006 Community Improvement Program, authorizing and appropriating funds in the amount of Fourteen Thousand Nine Hundred Seventeen Dollars (\$14,917) for FY2006 CIP 411306 Enforcing Underage Drinking Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2006 CIP as contained in the 2006 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds from the State of New Hampshire Department of Justice to implement programming to enforce underage drinking;

NOW, THEREFORE, be it resolved that the 2006 CIP be amended as follows:

By adding:

FY2006 411306 - 2006 Enforcing Underage Drinking Program - \$14,917 State

Resolved, that this Resolution shall take effect upon its passage.

		Secure de la company de la com	AUTHORIZATION		5/17/2005
CIP #: 411306		ot Year:	nere name appropriate de la company de la co	P Resolution:	
Est	age Drinking Progr	* *		mending Resolution	6/7/2006
Administering Department:	Police Departn	nent	R	evision:	
Project Description Pro	ogram funding for	officer salaries to e	nforce underage drinking	laws.	
Federal Grants	ederal Grant:	No	Environmental	Review Required:	No
Gr	rant Executed:	~ chroning notice and the control of		Completed:	
Critical Events	ACTION IN COLOR WITH COLTEN VALUE IN COLOR WITH COLOR COLOR	-roseleonestro-metator-reformentariorales	\$4700.48444444444444444444444444444444444	等的人们的现在分词 \$40 的现在形式,在31年上的15年的15年的15日的16日,16日间16日,16日间16日,16日间16日,16日间16日,16日间16日,16日间16日,16日间16日,16日间16日,16日间	tred kilosis (1) dierred (1) yn it fâl frontinger i tri be krie i fan de frontsk ferstydd (1) en front ferstyd T
Program Initiation			The state of the s		07/01/05
Program Completion	V				5/31/06
		11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	V 1 - 200-		
Expected Completion Date	·				5/31/2006
Line Item Budg	et				
	l server	STATE []	***************************************		TOTAL
Salaries and Wage Fringes	es	\$14,917.00 \$0.00	\$0.00	\$0.00 \$0.00	\$14,917.00 \$0.00
Design/Engineering	g	\$0.00	\$0.00	\$0.00	\$0.00
Planning	- h	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	£	\$0,00	\$0.00	\$0.00	\$0.00
Construction Admir	n	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition		\$0.00	\$0.00	\$0.00	\$0.00
Equipment		\$0.00	\$0.00	\$0.00	\$0.00
Overhead		\$0.00	\$0.00	\$0.00	\$0.00
Construction Contr	acts	\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$14,917.00	\$0.00	\$0.00	\$14,917.00
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Total Funded:

Planning Department/Startup Form - 07/01/04

\$14,917

Tity of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY 2006 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Two Thousand Five Hundred Eighty Three Dollars (\$102,583) for FY2006 CIP 411406 Byrne Justice Assistance Grant Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2006 CIP as contained in the 2006 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds from the United States Department of Justice Office of Justice Programs Bureau of Justice Assistance for various law enforcement equipment purchases associated with the Juvenile Offender Monitoring Team (JOMT);

NOW, THEREFORE, be it resolved that the 2006 CIP be amended as follows:

By adding:

FY2006 411406 - Byrne Justice Assistance Grant Program - \$102,583 Federal

Resolved, that this Resolution shall take effect upon its passage.

	CIP BUDGET	AUTHORIZATION		
CIP #: 411406	Project Year:	2006 CIF	P Resolution:	5/17/2005
Title: Byrne Justice Assistance Gra	nt	Am	ending Resolution	6/7/2006
Administering Department: Police De	epartment	Re	vision:	
Project Description Operational supassociated with	oport to pay for computer the Juvenile Offender M	upgrades and for various onitoring Team (JOMT).	iaw emorcement equ	ipitient purchases
Federal Grants Federal Grant:	Yes	Environmental	Review Required:	No
Grant Execute	d:		Completed:	
Critical Events		and a supplied the state of the supplied of th		es-port ancient his anni an dealach anni an his anni anni anni anni anni anni anni an
Program Initiation				07/01/05
Program Completion				12/31/07
Expected Completion Date:				12/31/2007
	and a summary of the		Constantinum experiencia e el constantinum en	
Line Item Budget	FEDERAL	45.WEG		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$102,583.00	\$0.00	\$0.00	\$102,583.00
TOTAL	\$102,583.00	\$0.00	\$0.00	\$102,583.00
		AND AND RESIDENCE TO SECOND STREET, AND		
Revisions				
1		**************************************		
				gytta parametra a de despera de la composition de la persona de la composition de la composition de la composit
COMMENTS Grant funds from the U.S interlocal Agreement.	S. Department of Justice a	are being passed through	the City of Nashua in	accordance with an

Planning Department/Startup Form - 07/01/04

Total Funded:

\$102,583



Tity of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2006 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Six Thousand Two Hundred Fifty Dollars (\$106,250) for CIP 411506 Homeland Security & Hazardous Material Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2006 CIP as contained in the 2006 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funding in the amount of \$106,250 for Homeland Security and Hazardous Materials activities;

NOW, THEREFORE, be it resolved that the 2006 CIP be amended as follows:

1) By adding:

A) FY2006 CIP 411506 Homeland Security & Hazardous Material Project - \$106,250

Resolved, that this Resolution shall take effect upon its passage.

	nama angga ga bangga panggan ang bilang ang ang ang ang ang ang ang ang ang	CIP BUDGET	AUTHORIZATION	architypping gripping and all the fact and the state of the security of the se	CONTRACTOR OF STREET
CIP #: 41150	6 Pro	oject Year:	2006 CIF	PResolution:	5/17/2005
Title: Homeland	Security & Hazardou	s Materials Project - Fl	-Y 2005 Am	nending Resolution	6/7/2005
Administering Depar	ment: Fire Depart	ment	Re	vision:	
			ttoomika milika milika milika milika manana milika milika milika milika milika milika milika milika milika mili		
Project Description	Haz Mat equipme	nt, training and exercis	es.		
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Federal Grants	Federal Grant:	Yes	Environmental	Review Required:	No
e - No. alto, where the specific receiping an employed concentration and the distribution of	Grant Executed:			Completed:	
Critical Events					
Project Initiation					07/01/05 06/30/06
Project Completion					06/30/06
				1000	
Expected Completio	n Date:				6/30/2006
			ransanak kannak ang kantang manak ki kanang kannak kannak kannak kannak kannak kannak kannak kannak kannak kan Kannak kannak kanna	en turnamen eriminen anna en en en ense partie men en e	
Line Item	Budget	FEDERAL.			TOTAL
Salaries and	Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes		\$0.00	\$0.00	\$0.00	\$0.00
Design/Engi	neering	\$0.00	\$0.00	\$0.00	\$0.00
Planning		\$0.00	\$0.00	\$0.00	\$0.00
Consultant F	ees	\$0.00	\$0.00	\$0.00	\$0.00
Construction	Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquis	ition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment		\$106,250.00	\$0.00	\$0.00	\$106,250.00
Overhead		\$0.00	\$0.00	\$0.00	\$0.00
Construction	. Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	and the second	\$106,250.00	\$0.00	\$0.00	\$106,250.00
<u> </u>		\$100,250.00	W.07		CHARLES AND
	Tikansiyansiyansiyansiyasiyasiyasiyasi				
Revisions					
COMMENTS	funds are from Fede	ral fiscal year 2005.	Data (Sept.) - Georgia Articologico Carrello II de Establica de Georgia de Articologico de Art		

Total Funded:

Planning Department/Startup Form - 07/01/04

\$106,250



Robert S. MacKenzie, AICP Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

Mamo	to.
Memo	ω:

Committee on CIP

From:

Robert S. MacKenzie

Date:

May 31, 2005

Subject:

New Homeland Security Grant

The Fire Department has just received notice (copy attached) of another Homeland Security Grant Award to support its hazardous material response program. The grant of \$106,250 can be used for the purchase of equipment, training and exercises and is equal to the amount received a year ago under this same program. We have submitted for your review an amending resolution and budget authorization and respectfully request your recommendation for approval of these documents to the full Board.

Attachments:

THE TELEPHO TO THE FOURTH HEAD TO THE

State of New Hampshire

411506

RICHARD M. FLYNN COMMISSIONER OF SAFETY



EARL M. SWEENEY ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Tel: (803) 271-2859
Speech/Hearing Impaired
TDD Access Relay NH 1-800-736-2884

May 25, 2005

District Chief Nick Campasano Manchester Fire Department 100 Merrimack St. Manchester, NH 03101

Dear District Chief Campasano;

I am pleased to inform you that the Manchester FD HazMat Team has been awarded grant funds under the 2005 Homeland Socurity Grant Program. Your total award is \$106,250.00. These funds may be spent on preapproved eligible equipment, training, and exercises.

Amanda Sevin, Program Specialist, has recently been in touch with representative(s) of your team to review general guidelines for application of these funds. I encourage you to work closely with Amanda as you proceed through the process of formulating equipment acquisitions. Please contact Police Standards and Training and the Fire Academy for information about training. Leigh Cheney from Emergency Management is the contact for exercises and she can be reached at 223-3614.

The Department of Safety has extensive information available on our website http://www.nh.gov/safety/homeland/index.html regarding the application process and eligible 2005 equipment. Please note the new NIMS/ICS training certification requirement for the 2005 grant process.

We look forward to working with you throughout this program. Please feel free to contact Amanda at 271-4298, or asevin@safety.state.nh.us, with any questions you may have.

Rogards,

Earl M. Swoonor

Assistant Commissioner

Cc: file

Pam Urban-Morin, Grant Administrator

Chief Joseph Kane

			AUTHORIZATION	å	
CIP #: 410706	Pro	ject Year:	2006	CIP Resolution:	5/17/2005
Title: NH DWI Patro	ol Program	Amending Resolution			
Administering Departme	Revision:	1			
Project Description	Operation of DWI impaired drivers, i	sobriety checkpoints i ncrease public awarer	n cooperation with the less and reduce seriou	NH State Police to ident s motor vehicle acciden	ify and apprehend ts.
Federal Grants	Federal Grant: Grant Executed:	No	Environmenta	Review Required:	No No
Critical Events	oranno armidion monerary individuals are mile il 1848 1849 172 1872 (CV 1876 CV 1878)	ggy y gygggy gyngggy y gyggyn y gynaum a aramann ac ammar ac am lâfe AV ARRA.	akke projek 2000 kuliya A bayan qaray yarani yaka arayaman ra sacaaliran ku kasaalik ta Kalibar 20 A bili sa	and the state of t	ын дамжантын үү тоон оноон Андентуу үн тооноо оно о оноонбоог эндэг. А.И.А.И.И.И.И.И.И.И.И.И.И.И.И.И.И.И.И.
Program Initiation					5/27/05
Program Completion					9/15/05
Expected Completion D	ate:				9/15/2005
general construence account a construence production and the construence of the construence of the construence	anna anni na maista anni sa dh'anni ann ann ann an ann ann ann ann ann	g grego greg sporterer y ur ganna primara historiendo Al y andre una la secilidade (1993 - 1979 1993 -	a para di santa di s	angga kangangga kangangga pananangga ke seri kinahasar saman ke sahalah ani \$400 \$500 \$500 \$500 \$500 \$500 \$500 \$500	
Line Item Bu	dget	STATE			TOTAL
Salaries and Wa	ages	\$4,284.00	\$0.00	\$0.00	\$4,284.00
Fringes		\$0.00	\$0.00	\$0.00	\$0.00
Design/Enginee	ering	\$0.00	\$0.00	\$0.00	\$0.00
Planning		\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fee	\$	\$0.00	\$0.00	\$0.00	\$0.00
Construction Ac	nimin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	n	\$0:00	\$0.00	\$0.00	\$0.00
Equipment		\$0.00	\$0.00	\$0.00	\$0.00
Overhead		\$0.00	\$0.00	\$0.00	\$0.00
Construction Co	ontracts	\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	-	\$4,284.00	\$0.00	\$0.00	\$4,284.00
ria no instant in anterior net tanta a sussessi anno anterior net tanta	to the control of the	nastari telah samula 10.00 mm (Cashella (Malka (Mal	orderen et en service de la constitución de la cons		and the second s
Revisions #1 \$6,00	0 approved as a p	art of 2006 CIP, \$4,28	4 of grant funds actual	ly received.	WAMP
	*******	11-A11A5411			
	h 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		lan Maraner Maria		A 200
OMMENTS Program	initiation and comp	oletion dates determine	ed by the grantor.		

MEMORANDUM

13

To:

Committee on Community Improvement Program

From:

Robert S. MacKenzie Director of Planning

Date:

May 25, 2005

Subject:

Project Extensions

The following projects are requested to be extended until December 31, 2005:

<u>Year</u>	Fund Type	Project#	Project Name	<u>Balance</u>
2005	Other	210205	Public Health Preparedness – Health	\$750,000.00
2005	Other	210705	Firesafe Intervention – OYS	\$1,840.63
2005	ESG	210805	Equipment Purchase – CMC	\$5,000.00
2005	CDBG	211205	Transportation Project – Elderly Services	\$4,056.80
2005	CDBG	211605	Center City Disease – Health	\$2,411.49
2005	CDBG	211705	Children's Oral Health Collaborative	\$4,585.54
2005	Other	214005	Wrap For Youth – OYS	\$50,367.13
2005	Other	310005	6% Incentive Funds Alternative Education	\$7,325.00
2005	Cash	410005	Comprehensive Wellness	\$49,999.12
2005	Other	410705	Streetsweeper – Police	\$200,000.00
2005	Other	411505	Emergency Management Preparedness Grants	\$2,2675.42
2005	Other	411705	Homeland Security Competitive Grants	\$310,689.00
2005	CDBG/Other	510005	Park Facilities Improvement	CDBG – \$86,852.95 Other - \$612,312.00
		#4000F	D. L. O. D.	\$70,175.00
2005	CDBG	510305	Parks & Recreation Master Plan	\$5,880.01
2005	CDBG	510405	Youth Recreation Activities – Parks	\$36,902.50
2005	Other	610205	Building Improvement Program – Intown (CBDRF)	\$30,902.30
2005	Other	610405	Infrastructure/Hardscape Improvements – Highway (CBDRF)	\$40,306.78
2005	CDBG/Cash/ Donations	610505	Project Greenstreets – Parks	CDBG - \$5,000.00 Cash - \$5,000.00
				Other $-10,000.00$
2005	CDBG	611005	Renovations For ADA Compliance – Helping Hands	\$40,000.00
2005	CDBG	611105	Capital Improvements – MEH	\$7,563.00
2005	HOME/Other	611305	Downpayment & Closing Cost Assistance – MNHS	\$172,394.82
2005	HOME	611505	Renaissance 8 Predevelopment - MNHS	\$150,000.00
2005	CDBG	611705	Capital Improvements – New Horizons	\$75,000.00
2005	HOME	612005	Housing Rehabilitation Program – Planning	\$100,000.00

Vear	Fund Type	Project #	Project Name	Balance
2005	CDBG/Cash	612105	Neighborhood Revitalization Program	CDBG - \$10,000.00
				Cash - \$10,000.00
2005	CDBG	612305	Healthy Home – The Way Home	\$25,048.10
2005	HOME	612505	Rental/Security/Admin The Way Home	\$35,510.71
2005	CDBG	612605	Capital Improvements – YWCA	\$282,400.26
2005	Cash	613105	"Jac Pac" Acquisition Project	\$845,000.00
2005	CDBG/Other	613205	Downtown & Economic Strategies	CDBG - \$18,264.00
				Other - \$166,536.00
2005	Other	710105	Old Wellington Road Improvements – Highway	\$95,136.50
2005	Cash/Other	710205	Public Works Infrastructure – Highway	Cash - \$687,798.30
				Other - \$300,000.00
2005	CDBG	710305	Infrastructure ADA Access Improvements –	\$43,017.65
			Highway	φ441.600.06
2005	CDBG	710405	Municipal Infrastructure – Highway	\$441,698.86
2005	Cash	710605	Annual ROW Maintenance (Resurfacing) – Highway	\$90,291.34
2005	Cash	710705	Chronic Drain – Highway	\$30,000.00
$\frac{2005}{2005}$	Cash	710805	Downtown Infrastructure Repairs – Highway	\$71,534.34
2005	Cash	710905	Parking & Traffic Improvements – Traffic	\$74,589.86
2005	Enterprise	711005	Cohas Brook Interceptor – Phase II – EPD	\$364,424.46
2005		711305	Sewer Infrastructure – EPD	\$194,098.65
	Enterprise	711705	WWTF Facility Plan - EPD	\$649,803.17
2005	Enterprise		Software – ADA Scheduling – MTA	\$40,000.00
2005	Other	810205	VISTA Coordinator – Planning	\$29,226.69
2005	Other	810305		\$19,198.30
2005	CDBG	810405	ADA Compliance – HR	\$225,000.00
2005	CDBG	810505	ADA Compliance – Planning	CDBG - \$5,000.00
2005	CDBG/Cash	810605	Community Development Initiatives – Planning	Cash - \$5,000.00
2007		010707	C	CDBG - \$50,000.00
2005	CDBG	810705	Community Master Plan – Planning	CDBG - \$30,000.00
2005	CDBG/Cash	810805	Natural Resource Protection – Planning	Cash - \$6,000.00
		01100=	G : I B : B'	CDBG - \$42,000.00
2005	CDBG/Cash	811005	Special Projects Planner	Cash - \$10,000.00
	ļ	01100		\$1,539.26
2005	Cash	811205	Employee Training & Development	\$7,056.00
2005	Other	811605	Valley Cemetery Improvement Project – Parks	\$7,030.00
2004	Other	210404	Homeless Health Care	\$40,000.00
2004	Other	211204	Tobacco Prevention – Health	\$40,000.00
2004	Other	214704	Lead Safe for Kids Sake	
2004	Cash	411104	Dilapidated Building Demolition – Building	\$10,000.00
2004	Other	411504	Fire Emergency Management Planning - Fire	\$11,054.00 \$2,749,096.01
2004	Other	411604		
2004	Other	510004	Derryfield Park Rehab. \$424,041.00	
2004	Other	511704	Derryfield Country Club Rehab. – Parks \$250,000.00	
2004	CDBG	610804	ADA Compliance – Planning	\$80,113.43
2004	HOME/Other	612504	Old Wellington Road Apartments	Home - \$111,997.00
				Other - \$888,003.00

Year	Fund Type	Project #	Project Name	Balance	
2004	Cash/Other	710404	Bus Stop Signs – MTA	Cash - \$10,000.00	
				Other - \$40,000.00	
2004	Cash	710904	Annual Bridge Maintenance – Highway	\$100,000.00	
2004	Cash	711104	Chronic Drain – Highway	\$5,469.72	
2004	Cash	711304	Parking Facilities Inspection – Traffic	\$24,632.22	
2004	Enterprise	711904	Cohas Brook Interceptor – EPD	\$151,806.01	
2004	Enterprise	712204	WWTF Headworks – EPD	\$24,601.95	
2004	Other	713004	Crystal Lake Water Quality Improvement	\$44,485.40	
2003	Other	215803	Air Quality Related Health	\$12,359.69	
2003	CASH	411103	Hazardous Material – Fire Department	\$9,513.25	
2003	Other	511603	Recreation Facility Improvements	\$657,159.68	
2003	Other	612803	Section 108 Economic Development Initiatives	\$4,128,000.00	
2003	CASH	710603	Annual Bridge Maintenance – Highway	\$72,020.73	
2003	Other	711503	TIP Improvement Project (Candia Road)	\$2,220,000.00	
2003	Enterprise	711603	Candia Road Sewer Project – EPD	\$160,618.87	
2003	Enterprise	711703	Cemetery Brook Collector Rehabilitation	\$2,599,659.06	
2003	Enterprise	711803	CRPS Mechanical Bar Screen	\$4,956.39	
2003	Enterprise	712003	FBI Recuperator – EPD	\$8,519.78	
2003	Enterprise	712103	S. Mammoth Road Phase 3 – EPD	\$1,172,980.13	
2003	Other	713303	So. Willow Street Area Improvements	\$59,417.00	
2003	Other	713403	Wetlands Mitigation Project	\$40,000.00	
2003	Other	713603	Northwest Traffic Improvement	\$49,145.45	
2003	Other	713803	Major R.O.W. Improvement Projects	\$3,062,948.55	
2003	Other	714103	Sewer Infrastructure – EPD	\$16,203.48	
2003	CDBG	810303	Community Development Initiatives	\$9,196.63	
2002	Other	210902	Substance Abuse Prevention & Treatment – Health	\$53,863.61	
2002	CDBG	310102	Expansion of MCRC	\$20,000.00	
2002	Other	613402	Bridge & Elm Development (Section 108)	\$248,521.90	
2002	Other/Ent.	712002	FBI Blower	\$4,189.33	
2002	Other	714002	Urban Ponds Restoration Grant	\$13,013.13	
2002	Other	810102	Valley Cemetery Facility Upkeep	\$300,000.00	
2001	CDBG	340101	Manchester Community Resource Center	75,000.00	
2000	Other	650300	Hackett Hill Development	\$785,671.69	
1999	Other	640399	City Historic Preservation Fund	\$5,000.00	
1999	Other	711099	Hackett Hill Road Area Improvements	\$10,875.00	
1994	Other	7.10227	Willow Street Improvements	\$180,517.38	

2,



CITY OF MANCHESTER

Planning and Community Development

Planning Community Improvement Program Growth Management



Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

Memo to:

Committee on CIP

From:

Robert S. MacKenzie

Date:

May 31, 2005

Subject:

Manchester Community Resource Center Lease Renewal.

Attached is a letter from Renie Denton requesting a five-year renewal of the lease for the Manchester Community Resource Center at 177 Lake Avenue. Staff respectfully recommends that the Committee approve this request and forward it to the Lands & Building Committee or the full Board (as may be appropriate) for their concurrence.

Attachments:





MANCHESTER COMMUNITY RESOURCE CENTER, Inc

177 Lake Avenue Manchester, New Hampshire 03103 Telephone: (603) 647-8967 • Fax: (603) 647-8971 • renie@mcrcnh.org

May 21, 2005

Daniel O'Neil, Chairman CIP Committee C/O Planning and Community Development City of Manchester One City Hall Plaza Manchester, New Hampshire 03101-1932

RE: Renewal of lease agreement

177 Lake Avenue

Dear Alderman O'Neil;

On behalf of the Board of Directors for the Manchester Community Resource Center, Inc. (MCRC) I am writing to request your authorization to renewal the lease agreement between the City of Manchester and the Manchester Community Resource Center, Inc for the property located at 177 Lake Avenue. We are requesting the renewal to be extended for a period of 5 years, coinciding with the City's Consolidated Plan.

In 1995, portions of Manchester's Center City received Federal designation as an Enterprise Community (EC) under the Department of Health and Human Services — Urban Empowerment Zone/Enterprise Community Program. This designation was primarily based on the 1990 Census information regarding the poverty level criteria. Manchester was the only community in New Hampshire to receive this designation. Funds were allocated to develop specific programs to improve the economic situation within the EC.

City Officials authorized EC funds for the construction of a neighborhood resource center to be located within the designated community as well as funds to implement employment related programs for Manchester's most difficult to employ. A single story building, designed specifically for the neighborhood resource center was built on City owned property located at 177 Lake Avenue. The main floor was equipped with a bright foyer, a drop-in childcare center, four professional offices, a police substation, three classrooms, one conference room, a computer learning lab (15 computers), a commercial kitchen, and an unfinished lower level.

The Manchester Community Resource Center opened its doors in October 1998 with the goal of assisting residents of Manchester to attain economic self-sufficiency and improve the overall

MAY 2 4 2005

CITY OF MANCHESTER PLANNING DEPARTMENT



standard of living by providing access to employment, education, information and referral services in a multi-cultural environment. Programs were designed to promote the development of each individual's work-maturity competencies, emotional growth and social development through the acquisition of appropriate skills, knowledge, and attitudes.

Within the next few weeks the Board anticipates the construction of the lower lever to commence. This construction will provide an additional classroom, added office space and appropriate storage.

MCRC is a non-profit Community Based Development Organization. We have maintained our original goal of moving Manchester's low to moderate income individuals toward economic self sufficiency, while breaking the cycle of poverty. We have been housed at the facility for the past 7 years and have remained in good standing.

The Board of Directors thanks you for your consideration in this matter. Should additional information be required, please feel free to contact me at 603 647-8967.

Respectfully

Renie Denton, Executive Director

13

LEASE

AGREEMENT made this	day of	, 2005, by and between			
CITY OF MANCHESTER, a municipal	pal corporation, h	naving a principal place of business at One			
City Hall Plaza, Manchester, New Hampshire (hereinafter called "LESSOR"), and					
MANCHESTER COMMUNITY RE	SOURCE CENT	ER., a New Hampshire Non-Profit			
Corporation having a principal place	of business at 17	7 Lake Avenue, Manchester, County of			
Hillsborough and State of New Hamp	oshire (hereinafte	r called ("LESSEE").			

WHEREAS, LESSOR owns a certain facility situated at 177 Lake Avenue, Manchester, New Hampshire, known as the Community Resource Center, consisting of a one (1) level building with a basement, having a (6,570 square foot) footprint.

WHEREAS, LESSEE desires to lease the same facility,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. <u>PREMISES:</u> The premises to be leased comprise an area of approximately (6,570 square feet), more or less, situated at 177 Lake Avenue, Manchester, New Hampshire, as shown on certain floor plans attached hereto as Exhibit "A", and made a part hereof along with all appurtenant parking areas, walkways, roadways and grassed areas.
- 2. <u>TERM</u>: The term of this lease shall consist of a term of FIVE YEARS commencing on July 1, 2005 and terminating on June 30, 2010 providing LESSEE shall remain a tenant in good standing during the original term of their Lease.
- 3. <u>RENT:</u> Commencing on July1, 2005, the Lessee shall pay to the LESSOR as rent the sum of One Dollar (\$1.00) per year payable in advance annually, such installment to be due and payable on July 1, 2006, and annually thereafter for the term of the Lease. Unless and until otherwise directed in writing by the LESSOR, all payments of rent shall be made the



LESSOR, at City of Manchester, Community Improvement Program, c/o Planning Department, One City Hall Plaza, Manchester, New Hampshire 03101.

As additional rent the LESSEE shall provide programs that:

- a) Serve the economic and workforce development needs of Manchester residents that have low to moderate income;
- b) Assist Manchester residents in obtaining the skills needed to secure, retain and/or upgrade employment;
- c) Work with employers to build relationships, make appropriate job referrals, design onsite training programs, and develop transportation programs;
- d) Assist Manchester residents in gaining the skills that will lead to self empowerment and economic self-sufficiency through activities and programs that may include, but are not limited to, GED, ESL, industry specific training and computer training;
- e) Assist Manchester residents in improving their personal quality of life through activities that may include parenting skills, financial management, credit rebuilding skills, nutrition and social skills;
- f) Assist Manchester residents in accessing services through information and referrals;
- g) Assist Manchester residents with the direct provision of childcare, referrals to existing providers and training for child care providers; and
- h) Provide resources to other non-profit agencies that complement the mission of MCRC.

The LESSOR shall, in its sole and unfettered discretion, determine if the programs being provided by the LESSEE as additional rent, meet the expectations of the LESSOR as to quantity and quality. If the LESSOR determines, in its sole and unfettered discretion, that the programs provided by the LESSEE as additional rent do not meet its expectations as to quantity and quality the LESSOR shall provide written notice to the LESSEE specifying why the LESSEE's programs do not meet the LESSOR's expectations and also specifying what actions the LESSEEs must take to make its programs meet the expectations of the LESSOR. The LESSEE shall have thirty (30) days from the date of the LESSOR's notice to improve its programs to the level where they meet the expectations of the LESSOR. If the LESSEE shall fail to improve its programs to the LESSOR's satisfaction within thirty (30) days of the LESSORs notice then the LESSEE shall be in default of this Lease and the LESSOR shall have all the rights and remedies to which it entitled upon default including, but not limited to, those rights and remedies set forth in paragraph 22 <u>DEFAULT</u> of this Lease.

- 4. <u>SECURITY DEPOSIT:</u> This provision has been waived.
- 5. QUIET POSSESSION: So long as LESSEE performs its obligations, LESSOR convenants that LESSEE shall be entitled to quiet and peaceful possession of the leased space and the right to use same free of interference from noise, noxious or unpleasant fumes or odors or other disturbance from other tenants in said Premises.



- 6. REPAIRS BY LESSEE The LESSEE shall, at its cost and expense, maintain and repair the Leased Premises including, but not limited to, all mechanical and non-mechanical installations therein as well as all surfaced roadways, walks and parking areas which are part of the Leased Premises and shall keep the Leased Premises in good working condition. Upon the expiration of the term of this Lease, said items shall be returned in the same condition the Premises was leased to the LESSEE, reasonable wear and tear excepted.
 - (a) Repairs and maintenance shall include the replacement of broken glass, interior repainting, the repair of floors, the keeping of windows and doors water-tight, the maintenance in good operating condition of all interior pluming (excluding sprinklers) and electrical systems. LESSEE shall, at its cost and expense, if necessary, perform any repair, maintenance or replacement including, new installation and new improvements if necessary, of any other repairs or maintenance required at the Premises, including, but not limited to, all HVAC systems, subterranean sewer, parking lot, surfaced walkways or roadways and all other repairs or maintenance which may be lawfully required by any public authority in satisfaction of all ordinances, regulations or statutes whether effective at the time of execution of the Lease or which become effective during the term. It is understood and agreed that the LESSEE may make any further repairs and replacements which the LESSEE may desire, although it be under no obligation to do so, provided LESSEE shall provide advance notice of such repairs replacement to LESSOR.
 - (b) The LESSEE shall keep in good repair and free from obstructions or encumbrances all surfaced roadways, walks loading, unloading and parking areas which are part of the Leased Premises;' shall keep clear of dirt, snow and ice all such roadways, walks and areas; and shall keep the exterior of the Leased Premises clean and neat, including cutting and proper care of laws and shrubbery which are part of the Lease Premises. The LESSEE shall not store equipment, materials or motor vehicles outside of the premises excepting those motor vehicles of LESSEE used on an active basis.



(c) The LESSOR shall at its expense make any alterations or changes in the Leased Premises which may be necessary to meet the regulations and standards promulgated and established under the Occupational Safety and Health Act of 1970, the Americans with Disabilities Act, the Life Safety Codes or any other local, state or federal statutes, codes or ordinances governing the use and occupancy of the Leased Premises or changes in codes or ordinances of the City of Manchester during the term of the Lease. The basement is for storage purposes only and shall not be occupied by humans.

In the event LESSEE or LESSOR shall fail to perform its obligations hereunder (a through d above) after ten (10) days' telephone notice and fax notice given on same day as telephone notice by LESSOR or LESSEE, or in the event of an emergency after an attempt by LESSOR or LESSEE to give telephone notice to other, the LESSOR or LESSEE may, at its option, perform the same and charge the other party the reasonable expense of said obligation.

- 7. <u>IMPROVEMENTS BY LESSEE</u> The LESSEE may make alterations, additional and improvements to the premises under the terms and conditions described in this section. All alterations, additions and improvements shall be performed in a good and workmanlike manner. In any event, the LESSEE shall not, without first obtaining the written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed, make any alterations or improvements, and the LESSEE shall commit, suffer or permit waste upon the Leased Premises. LESSEE shall be responsible for obtaining all necessary local, state and federal government permits as may be necessary.
- 8. <u>REMOVAL OF IMPROVEMENTS</u> At the expiration of this Lease, or at its earlier termination for any cause herein provided for, the LESSEE may, and, provided the LESSOR shall so direct in writing not less than thirty (30) days prior to such termination of ten (10) days following such earlier termination, the LESSEE shall remove any alterations, additions and improvements to the Leased Premises made by it during the term hereof, and shall restore the Leased Premises in good working condition and in a state of repair and readiness for the same use, reasonable were and tear excepted. If the LESSEE shall not exercise its option of removal, and if the LESSOR shall not give such written direction to the LESSEE all such alterations,



additions and improvements shall become and remain the property of the LESSOR. If the LESSEE shall fail to remove the alterations, additions and improvements, which are required hereunder to be removed, then the reasonable cost of removal of such alterations, additional and improvements, if necessary, shall be the responsibility and obligation of the LESSEE.

9. MACHINERY AND EQUIPMENT: Trade Fixtures – The LESSEE agrees that all machinery and equipment, and appurtenances thereto, installed in the Leased Premises by it or by any employee, agent or subcontractor of the LESSEE, or by any subtenant of the LESSEE, which cannot be removed from the Leased premises without affecting or changing the structural character of the Leased Premises shall be and become part of the realty and shall be and become property of the LESSOR and shall not be removed from the Leased Premises without the written consent of the LESSOR. The LESSOR agrees that (a) all machinery and equipment, and appurtenances thereto, installed in or outside the Leased Premises by the LESSEE, or by any employee, agent or subcontractor of the LESSEE, or by any subtenant of the LESSEE, which may be removed from the Leased Premises without permanent and substantial damage to the Leased Premises and (b) all furniture, furnishings and movable trade fixtures installed in or outside the Leased Premises shall be deemed to remain personal property and that all such machinery, equipment, appurtenances, furniture, furnishings and movable trade fixtures of the LESSEE or of any employee, agent or subcontractor or subtenant of the LESSEE, may be removed prior to the expiration of this Lease or its earlier termination for any cause herein provided for; but the LESSEE shall repair any damage occasioned by such removal and shall restore the facilities on the Leased Premises to good working condition and in a state of repair and readiness for the same use, reasonable were and tear excepted. Any such property which may be removed pursuant to the preceding sentence and which is not so removed prior to the expiration or earlier termination of this Lease, may, at the option of the LESSOR, be removed from the Leased Premises by the LESSOR and stored for the account of and at the expenses of the LESSEE, at the sole election of the LESSOR, or remain as part of the realty and become the possession of LESSOR; and if the property is removed by the LESSOR and stored for the account of the LESSEE by the LESSOR, and if the LESSEE shall fail to reclaim such property by paying the expenses of moving and storage and taking possession within thirty (30) days following such expiration or earlier termination of this Lease, such property shall be deemed to



have been abandoned by the LESSEE and may be appropriated, sold, destroyed or otherwise disposed of by the LESSOR without notice to the LESSEE and without obligation to account therefor. The LESSEE shall pay to the LESSOR the cost incurred by the LESSOR in removing, storing, selling, destroying or otherwise disposing of any such property.

- 10. <u>UTILITIES:</u> The LESSEE shall arrange for the delivery of water, gas, electricity, heat, power, and any other services supplied to the Leased Premises, including the removal of trash, snow, and shall pay when due all proper charges on account of such services.
- 11. <u>USE OF PREMISES</u>: In its use of the Leased Premises, the LESSEE shall comply with all laws, statutes, ordinances, codes and regulations applicable to the use thereof.
- (a) The LESSEE shall not injure or deface the Leased Premises nor occupy or use, or permit or suffer the Leased Premises or any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor any business, use or purpose with is disreputable or extrahazardous, nor in such a manner as to constitute a nuisance of any kind nor far any purpose nor in any manner which would increase the premiums for fire insurance with extended coverage for the Leased Premises. The LESSEE shall, immediately upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any Sub-lessee, occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use. LESSEE shall be liable for any increase in insurance premiums caused by its use of the premises.
- (b) The LESSEE shall procure any licenses or permits required by any particular use of the Lease Premises by the LESSEE form any and all federal, state, local or administrative bodies.
- (c) The LESSEE shall indemnify and save the LESSOR harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable counsel fees, asserted by third parties and arising out of or by reason of any breach or violation by the LESSEE of the provisions of this Section.



- (d) The main use of the Leased Premises is to provide employment, education and information/referral activities with the intent of providing direct skills to improve the economic levels of the LESSEE's clients.
- 12. <u>POLICE</u>. The LESSEE shall allow the Manchester Police Department to occupy, without cost or obligation, the space marked as "POLICE" on Exhibit A attached hereto.
- 13. ASSIGNMENT AND SUBLEASE . The LESSEE shall not, without written consent of the LESSOR, assign this Lease or sublease the Leased Premises, in whole or in part. Such consent shall not be unreasonably withheld or delayed. Notwithstanding any such sublet or assignments, the obligations of LESSEE hereunder shall not be released by assignment or sublet. LESSEE shall nevertheless remain liable as a surety to LESSOR for the full payment of rent hereunder and shall remain liable for the performance of all other obligations and duties required of the LESSEE by this agreement. Notwithstanding anything provided herein, in the event of sub-tenancy or assignment, LESSEE shall provide LESSOR with the correct and updated name and mailing address of every assignee or subtenant, and the requirements if any of all Notices to LESSEE in this Lease shall be sufficiently satisfied if forwarded in writing to the subtenant or assignee at the address given. In the event of LESSEE's default hereunder, should subtenant or assignee, at its option, cure such defect or default, the LESSEE shall not be relieved of future obligations hereunder.
- 14. TAXES AND ASSESSMENTS: LESSEE shall pay, upon presentation of invoices therefor, the pro rata share of (i) the real property taxes upon the land and building of which the leased premises are a part, and (ii) any betterment charges, assessment or other special levy against or upon such land and building. By pro rata share is meant the portion of such taxes or the portion of such assessment or levy equivalent to the ratio of the number of square feet of floor space in the Leased Premises to the total number of square feet of floor space in the building of which the Leased Premises are a part.
- (a) The LESSEE shall have the right to contest or review by legal proceedings or in such other manner as may be legal (which is instituted shall be conducted promptly at the LESSEE's



own expense free of all expenses to the LESSOR) any tax, assessment or levy aforementioned upon condition that before instituting any such proceeding the LESSEE shall pay (under protest) such tax, assessment or levy aforementioned.

- 15. MECHANIC'S LIEN: In the event of the filing in Hillsborough County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Leased Premises arising out of any work performed by or on behalf of the LESSEE, the LESSEE shall either cause such lien to be discharged or released within thirty (30) days or shall within ten (10) days initiate legal proceedings to test the validity of the lien, the LESSEE shall within thirty (30) days cause such lien to be discharged or released by the posting of bond or otherwise and shall completely indemnify the LESSOR against any such claim or lien and all costs of such proceedings wherein the validity of such lien is contested by the LESSEE.
- 16. EMINENT DOMAIN: In the event that the Leased Premises shall be lawfully condemned or taken by any public authority either in their entirety or in such proportion that they are no longer suitable for the intended use by the LESSEE, this Lease shall automatically terminate without further act of either party hereto on the date when possession of the Leased Premises shall be taken by such public authority, and each party shall be relieved of any further obligation to the other except that the LESSEE shall be liable for and shall promptly pay to the LESSOR any rent then in arrears, or the LESSOR shall promptly rebate to the LESSEE a pro rata portion of any rent paid in advance. In the event the proportion of the Leased Premises so condemned or taken is such that they are still suitable for the intended use by the LESSEE, this Lease shall continue in effect in accordance with it terms, and a portion of the rent shall abate equal to the proportion of the rental value of the Leased Premises so condemned or taken. In either of the above events, the award for the property so condemned or taken shall be the sole property of the LESSOR and the LESSEE shall have no interest in any such award.
- 17. <u>LIABILITY:</u> The LESSOR shall not be liable to the LESSEE for any injury or harm to any person occurring on or about the Leased Premises or for injury or damage to the Leased Premises or to any property of the LESSEE or to any property of any third person, firm, association or corporation on or about the Leased Premises except such as may be caused by the



willful or negligent act of the LESSOR, its servants or agents, and the LESSEE shall indemnify and save the LESSOR harmless from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association or corporation, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on or about the Leased Premises and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Leased Premises caused by the acts or omissions of the LESSEE or the installation of any property therein or the removal of any property therefrom except such as may be caused by the willful or negligent act of the LESSOR, its servants or agents.

- 19. <u>LIABILITY INSURANCE</u>: The LESSEE shall throughout the term hereof procure and carry at its expense comprehensive liability insurance on the Leased Premises with an insurance company authorized to do business in New Hampshire and acceptable to the LESSOR. Such insurance shall be carried in the name of and for the benefit of the LESSEE and LESSOR, shall be written on an "occurrence" basis; and shall provide coverage of at least \$1,000,000.00 in case of death of or injury to one person; at least \$1,000,000.00 in case of loss, destruction or damage to property. A single limit policy or policies in the total amount of \$1,000,000.00 shall be deemed in compliance with the preceding sentence. The LESSEE shall furnish to the LESSOR a certificate of such insurance which shall provide that the insurance indicated therein shall not be cancelled without at least (10) days' written notice to the LESSOR.
- 20. <u>FIRE AND EXTENDED COVERAGE INSURANCE</u>: The LESSEE shall procure and continue in force during the term hereof for the benefit of LESSOR, such amount of fire and extended coverage insurance upon the Leased Premises in an amount deemed adequate by the LESSOR not to exceed 100 percent of replacement cost and not to exceed competitive market rates. The LESSOR shall be responsible for the entire building coverage. Contents insurance shall be the responsibility of the LESSEE, and the LESSOR shall not be liable to the LESSEE for loss or damage from any cause whatsoever to production machinery and equipment, furniture, furnishings, movable trade fixtures, inventory, work-in-process and other personal property of the LESSEE or of others in the Leased Premises.



- (a) If and to the extent permitted without prejudice to any rights of the LESSEE under the applicable insurance policies, the LESSOR shall be held free and harmless from liability for loss or damage to the Leased Premises by fire, the extended coverage perils, water leakage, sewer problems, sprinkler leakage, vandalism and malicious mischief if and to the extent actually insured against, whether or not such loss or damage be the result of the negligence of the LESSOR, its employees or agents. This subsection does not impose any added obligation or expense upon the LESSEE or require that it carry any insurance of any kind and is to be construed only as a limitation upon the rights of the insurance carriers to subrogation.
- 21. <u>DESTRUCTION OF PREMISES</u>: In the event that the Leased Premises shall be totally destroyed by fire or other casualty insured against, or shall be so damaged that repairs and restoration cannot be accomplished both (a) within a period of one hundred twenty (120) days, and (b) more than ninety (90) days prior to the expiration of the term hereof, including any renewal term for which the option therefor shall have been exercised, or (c) without cost to LESSOR in excess of the insurance proceeds available, if any, this Lease shall automatically terminate without further act of either party hereto, and each party shall be relieved of any further obligation to the other except that the LESSEE shall be liable for an d shall promptly pay the LESSOR any rent then in arrears, or the LESSOR shall promptly rebate to the LESSEE a pro rata portion of any rent paid in advance. In the event the Leased Premises shall be so damaged that repairs and restoration can be accomplished both (a) within a period of one hundred twenty (120) days, and (b) more than ninety (90) days prior to the expiration of the term hereof, including the renewal term if the option therefor shall have been exercised, this Lease shall continue in effect in accordance with its terms; the LESSOR shall accomplish such repairs and restoration as promptly as practicable (utilizing therefor damages to the leasehold interest created by this Indenture); and until such repairs and restoration have been accomplished, a portion of the rent shall abate equal to the proportion of the Leased Premises rendered unusable by the damage. In no event shall the obligation of the LESSOR to repair and restore exceed in amount the sum of the insurance proceeds paid to it and/or released to it by any mortgagee with which settlement was made, and the LESSEE agrees to execute and deliver to the LESSOR all instruments and documents necessary to evidence the fact that the right to such insurance proceeds is vested in the LESSOR. The LESSOR shall notify the LESSEE within thirty (30)



days following the date of any such damage or destruction whether or not repairs and restoration can be accomplished both (a) within a period of one hundred twenty (120) days and (b) more than ninety (90) days prior to the expiration of the term hereof, including any renewal term for which the option therefor shall have been exercised.

- 22. <u>REPOSSESSION BY LESSOR</u>: At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, the LESSEE shall peaceable and quietly quit the Leased Premises and deliver possession of the same to the LESSOR, together with all alterations, additions, improvements, mechanical installations, equipment and appurtenances thereto not removed from the Leased Premises pursuant to Sections 7 and 8 hereof. The LESSEE covenants and agrees that at the time of delivery of possession to the LESSOR at the expiration of this Lease, any and all alterations, additional improvements, mechanical installations, equipment and appurtenances constructed or installed on or in the Leased Premises at its expense after the beginning of the term hereof and which have become the property of the LESSOR pursuant to Section 7 and 8 hereof shall be free and clear of any mortgage, lien, pledge or other encumbrance or charge.
- 23. SUBORDINATION: The LESSEE agrees that this Lease and all rights of the LESSEE hereunder are and shall be subject and subordinate to the lien of (a) any mortgage or deed of trust constituting a first lien on the Leased Premises, or any part thereof, at the date hereof, and (b) the lien of any mortgage or deed of trust hereafter executed to provide permanent financing or refinancing of the building of which he Leased Premises are a part, and (c) any renewal, modification, consolidation or extension of any mortgage or deed of trust referred to in clause (a) or clause (b). The LESSEE shall, upon demand at any time or times, execute, acknowledge and deliver to the LESSOR without any expense to the LESSOR, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of the LESSEE hereunder to the lien of any mortgage, deed of trust or other instrument referred to in clause (b) or clause (c) of the preceding sentence; provided, however, that such subordination of this Lease may at the option of the LESSEE be conditioned upon the mortgagee or trustee executing an agreement (I) that so long as the LESSEE is not in default under the terms of this Indenture, the mortgagee or trustee, or any person succeeding to the rights of the mortgagee or trustee, or any purchaser at a



foreclosure sale under said mortgage or deed of trust, shall not disturb the peaceful possession of the LESSEE hereunder, and (ii) that the proceeds of insurance policies held by it will be applied to the cost of the repairs and restoration in those instances in which the LESSOR is obligated to repair and restore pursuant to the provisions hereof.

24. DEFAULT: In the event (I) any installment of rent shall not be paid within ten (10) days after written notice thereof, after the same is due and payable; or (ii) the LESSEE defaults in the performance or observance of any other covenant or condition in this Indenture and such default remains without remedy for twenty (20) days after written notice thereof has been given to the LESSEE by the LESSOR, or (iii) the holder of a security interest in all or substantially all of the personal property utilized by the LESSEE in, or generated by the operations of the LESSEE in the Leased Premises forecloses the same; or (iv) the LESSEE makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for the LESSEE or any substantial part of its property, commences any proceeding relating to the LESSEE or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statue of any jurisdiction, whether now or hereafter in effect, or there is commenced against the LESSEE any such proceeding which is not dismissed for a period of ninety (90) days, or any order approving the petition in any such proceeding is entered, or the LESSEE by any act indicates its consent to, or acquiescence in, any such proceeding or the appointment of any receiver of or trustee for the LESSEE or any substantial part of its property, or suffers any such receivership or trusteeship to continue without discharge for a period of ninety (90) days - then, in any such events, the LESSOR may subject to provisions of New Hampshire Law immediately or at any time thereafter and without demand or notice enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the LESSOR's former estate and expel the LESSEE and those claiming through or under the LESSEE and remove their effects forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry this Lease shall terminate; and the LESSEE covenants that, in case of such termination or in case of termination under the provisions of statute by reason of the default of this LESSEE, the LESSEE shall remain and



continue liable to the LESSOR in an amount equal to the total rent reserved for the balance of the term plus additional rent reserved for the balance of the term hereof less the net amounts (after deducting the expenses of repair, renovation or demolition) which the LESSOR realizes, or with due diligence should have realized, from the re-letting of the Leased Premises. LESSEE is hereby obligated to pay to LESSOR as additional rent all costs and reasonable attorneys' fees incurred by the LESSOR as a result of a breach of the Lease Agreement by the LESSEE. As used in this Section, the term "additional rent" shall mean the value of all other considerations other than rent agreed to be paid or performed by the LESSEE hereunder, including, without limiting the generality of the foregoing, attorneys' fees, costs and insurance premiums. The LESSOR shall have the right from time to time to re-let the Leased Premises upon such terms as he may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, the LESSEE agrees to satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease, or the LESSOR may require the LESSEE to pay to it as damages such lump sum as will suffice to make the LESSOR whole for the balance of the then term of this Lease. Nothing herein contained shall be deemed to require the LESSOR to await the date whereon this Lease, or the term hereof, would have expired had there been no default by the LESSEE, or no such termination or cancellation. The LESSEE expressly waives service of any notice of intention to reenter and waives any and all right to recover or regain possession of the Leased Premises, or to reinstate or redeem this Lease as may be permitted or provided for by or under any statue or law now or hereafter in force and effect. The rights and remedies given to the LESSOR in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the LESSOR, shall be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section shall limit or prejudice the right of the LESSOR to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, the LESSEE the maximum allowed by any statute or rule of law at the time in effect.

25. <u>ACCESS TO PREMISES:</u> Upon reasonable advance notice except in case of emergency, the LESSOR it its representatives shall have free access to the Leased Premises at reasonable intervals during normal business hours for the purpose of inspection, or for the purpose of showing the premises to prospective purchasers or tenants, or for the purpose of making repairs,



which the LESSEE is obligated to make hereunder but has failed or refused to make. The preceding sentence does not impose upon the LESSOR any obligations to make repairs. During the three (3) months next preceding the expiration of this Lease, the LESSOR may keep affixed to any suitable part of the outside of the building of which the Leased Premises are a part a notice that the Leased Premises are for sale or rent.

- 26. <u>HOLDING OVER:</u> In the event the LESSEE shall hold over after the expiration of the term hereof, such holding over shall not extend the term of the Lease but shall create a month-to-month tenancy upon all the terms and conditions of this Indenture.
- 27. <u>HAZARDOUS SUBSTANCES:</u> LESSEE shall not generate, store, dispose of or otherwise handle any hazardous substance or waste or toxic waste on the premises in any fashion contrary to any federal, state or local statutes, laws, ordinances, rules and regulations, as the same may be described by federal, state or local laws. LESSEE shall indemnify and save the LESSOR harmless from and against any and all claims, liabilities, costs and expenses including reasonable counsel fees, asserted by any third parties and arising out of or by reason of use by LESSEE of the premises for or in conjunction with the disposal of hazardous or toxic waste.
- 28. <u>NOTICES:</u> Any written notice, request or demand required or permitted by this indenture shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered first class mail, postage prepaid, and addressed as follows:

If to the LESSOR: City of Manchester

Community Improvement Program

One City Hall Plaza

Manchester, NH 03101

If to the LESSEE:

Manchester Community Resource Center Inc.

177 Lake Avenue

Manchester, NH 03103



- 29. <u>SUCCESSION</u>: This Indenture shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 30. <u>WAIVER:</u> Any consent, express or implied, by the LESSOR to any breach by the LESSEE of any covenant or condition of this Lease shall not constitute a waiver by the LESSOR of any prior or succeeding breach by the LESSEE of the same or any other covenant or condition of this Lease. Acceptance by the LESSOR of rent or other payment with knowledge of a breach of or default under any term hereof by the LESSEE shall not constitute a waiver by the LESSOR of such breach or default.
- 31. <u>GOVERNING LAW:</u> This Indenture shall be construed and interpreted in accordance with the laws of the State of New Hampshire and questions or disputes concerning interpretation shall be determined in the court of appropriate jurisdiction.
- 32. <u>FORCE MAJEURE:</u> Except as expressly provided herein, there shall be no abatement, diminution or reduction of rent or other charges payable by the LESSEE hereunder based upon, or claimed as a result of, any Act of God, act of the public enemy, governmental action or other casualty, cause or happening beyond the control of the parties hereto.
- 33. <u>COUNTERPARTS:</u> This Indenture may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and all collectively but one and the same instrument.
- 34. <u>BROKERAGE</u>: Each of the parties represents and warrants there are no claims for brokerage commissions or finder's fees with respect to this Lease or the negotiation hereof except as set forth in this Section. The parties further agree to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including without limitation, the cost of counsel fees in connection therewith).
- 35. <u>SIGNAGE:</u> The LESSOR reserves the right to approve exterior signage on the building, such approval not to be unreasonably withheld.

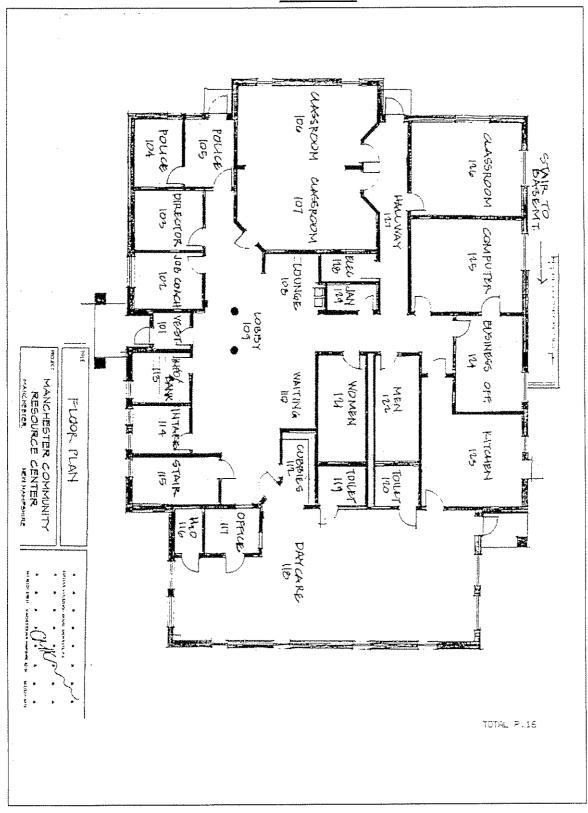


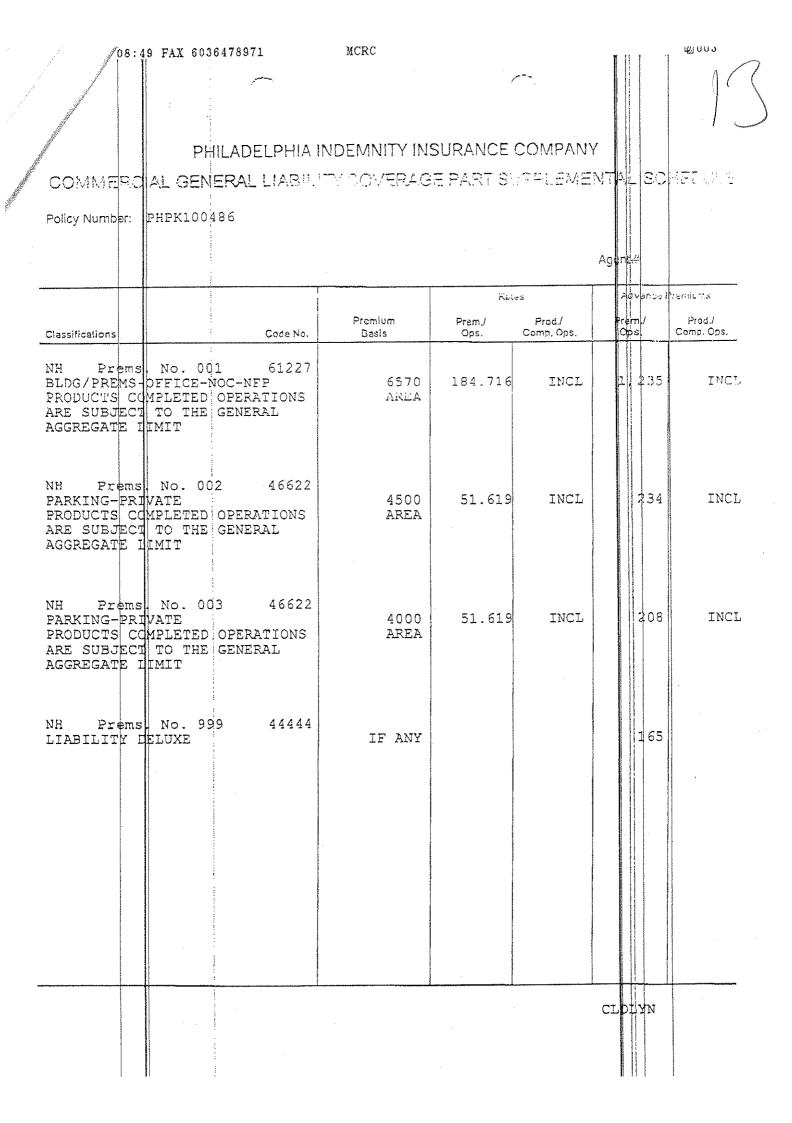
IN WITTNESS WHEREOF, the parties hereto have caused this Indenture to be executed and delivered as of the day and year first above written.

ATTEST:	LESSOR: CITY OF MANCHESTER BY:		
Witness:	Robert MacKenzie, Director		
	Planning and Community Development		
ericania de la companya de la compan			
	LESSEE: MANCHESTER COMMUNITY RESOURCE		
	CENTER		
ATTEST:	BY:		
Witness	Dennis Lagueux, President		
	Board of Directors, MCRC, Inc.		



EXHIBIT A





LIPRIA INDEMNITY INSURANCE COMPANY JOATIONS SCHEDULE

CY # PHPK100486

AGENT:

ANCHESTER COMMUNITY RESOURCE CENTER
177 LAKE AVENUE
MANCHESTER, NH 03103

Prems No. 001	Bidg No. 001	Street 177 LAKE AVENUE	City County St Zip NH 03103 HILLSBOROUGH
. 002	001	182 LAKE AVENUE	MANCHESTER NH 03103 HILLSBOROUGH
003	001	120 SPRUCE STREET	MANCHESTER NH 03103 HILLSEOROUGH



CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to:

Committee on CIP

From:

Robert S. MacKenzie

Date:

May 31, 2005

Subject:

MHRA Brown School Housing Development Request

The MHRA has requested (copy attached), that the City consider designating the immediate block surrounding the Brown School (Amory, Alsace, Kelly,& Joliette) a "City Target Area". This action would be similar to the designation given to the area surrounding the Gale Home and would improve the Authority's score in its application for Low Income Housing Tax Credits.

I have discussed the implication of such a designation with my Staff and foresee no negative impacts to the City with such an action. Accordingly, I am respectfully recommending that the Committee concur with this request and forward it to the full Board for approval.

Attachments:

Ken Web

→ CMF



Dick Dunfey Executive Director

M A N C H E S T E R HOUSING AND REDEVELOPMENT AUTHORITY

George N. Copadis Chair

William B. Cashin Vice-Chair

Marie E. Donohoe Commissioner

Fern G. Gelinas Commissioner

M. Mary Mongan Commissioner

May 25, 2005

Robert S. MacKenzie, Director City of Manchester Planning and Community Development One City Hall Plaza Manchester, New Hampshire 03101

RE: Brown School

Dear Bob:

As you know, we are developing a project which involves the renovation of the Brown School to provide thirty two (32) units of service enriched elderly housing. Primary financing for this endeavor will be through the Low Income Housing Tax Credit Program and we are preparing an application for this financing. Our success in securing this financing depends upon our receipt of a favorable score under New Hampshire Housing Finance Authority's application scoring criteria. To help achieve such a score, we seek your assistance by formally designating the block bounded by Amory, Alsace, Kelly, and Joliette Streets as a target area. Since our deadline for application submission is July 8, 2005, we are aware of the short time to respond to this request and appreciate anything you are able to do on our behalf.

We know that renovation of the Brown School is important to the City of Manchester and, based on our meeting with them last week, very important to neighborhood residents as well.

Thank you for your assistance in this matter. Please contact us if you have any questions.

Sincerely,

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

Dick Dunfey

Executive Director





Robert S. MacKenzie, AICP

CITY OF MANCHESTER

Planning and Community Development

Planning Community Improvement Program Growth Management



Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

Memorandum

To:

Committee on Community Improvement Program

From:

Robert S. MacKenzie

Date:

June 2, 2005

Subject:

Preservation of Blacksmith Shop on Bass Island

This is in regard to the possible acquisition and preservation of the Blacksmith Shop on Bass Island. For Manchester has been leading the efforts to preserve this site which includes a historic blacksmith shop and is on an environmentally sensitive portion of Bass Island across Second Street from the Bass Island Park.

Previously at a Lands and Buildings Committee, I had recommended three items before it would be appropriate for the City to participate in the preservation of this site. The three items and possible resolution are as follows:

- 1) Eligibility for SEPP funding. The SEPP (Supplemental Environmental Protection Program) was part of the CSO resolution decree. It established a fund for conservation and preservation within the Merrimack River Watershed. The SEPP Committee has already committed \$100,000 for acquisition on Bass Island. If there were appropriate conservation and preservation restrictions placed on the property, I believe the Blacksmith Shop would be consistent with the intent of the watershed protection.
- Funding Amount. It is expected that the purchase price will be approximately \$260,000. Of this, \$100,000 has been committed by the SEPP Committee. I would recommend that an additional \$100,000 be committed from the NHDOT reimbursement for the I-93 mitigation. The reimbursement was for funds committed for conservation and preservation and must be used for that purpose. As reimbursement monies, I am not clear as to whether the funds would have to go directly back to the SEPP program or not and, as such, I would suggest that the Board seek concurance from the SEPP committee for use of the reimbursement for this project. The balance remaining of \$60,000 would have to be raised by For Manchester.
- 3) Ownership Entity. It is being proposed that Families in Transition (FIT) be the ownership entity and would develop a use and maintenance plan for the property. FIT is a non-profit organization that is currently redeveloping the adjacent mill on Second Street and I believe that they have the management capacity to appropriately manage the property.

Based upon these issues, I would recommend that:

The Board of Mayor and Aldermen authorize \$100,000 from the NH DOT reimbursement to be granted through the CIP program to For Manchester and Families in Transition for the purpose of acquiring the Blacksmith property subject to:

- a) Concurrence from the SEPP committee;
- b) Appropriate restrictions for the conservation and preservation of the property; and
- c) Approval by the City Solicitor.

This matter has previously been before the Lands and Buildings Committee because it was not clear as to whether the City would be involved in the acquisition of land. Given that the current proposal does not involve any form of City ownership, it would be my understanding that it could be received and filed at that committee.

If you have any questions, we will be available at your next meeting.

Cc: Tom Seigle



CITY OF MANCHESTER

15

OFFICE OF THE MAYOR

Robert A. Baines Mayor

June 2, 2005

To: CIP Committee

Fr: Mayor Robert Baines

Re: Bass Island Blacksmith Shop

One City Hall Plaza Manchester, NH 03101-1932 Phone: 603.624.6500 (V/TTY)

Fax: 603.624.6576

www.ManchesterNH.gov

The Mayor's Office has been working in conjunction with the Planning Department, Families in Transition, For Manchester, and several other community groups to create a partnership on acquiring the blacksmith shop on Bass Island.

Bass Island.

I encourage the CIP Committee to review the proposed funding for this project and to move forward with Families in Transitions to purchase the

blacksmith shop for preservation and future community use.



City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

June 1, 2005

C.I.P. Committee of the Honorable Board of Mayor and Aldermen C/O Mr. Leo Bernier CITY CLERKS OFFICE One City Hall Plaza Manchester, New Hampshire 03103

Re: Request to Approve Chronic Drain Projects

Gentlemen:

The Manchester Highway Department hereby requests your approval to complete work on the following projects as part of the City's Chronic Drain program and as funding becomes available:

Project:	Estimated Cost:
211 Calef Road	\$8,000
8 Tougas Avenue 37 Lynwood Lane	\$1,750 \$1,000
99 Dunbar Street 1096 Cilley Road	\$3,000 \$1,500
171 Anthony Street Bruce Road at Smyth Road	\$3,000 \$2,500
Worthey Road 866 Mammoth Road	\$2,000 \$6,000
Maplehurst Avenue Oak Hill Avenue	\$12,000 \$15,000
Total:	\$55,750

The Department has reviewed our list of chronic drain projects and feel that these are the highest priority. The total materials cost of the proposed work is approximately \$55,750. When funding

becomes available for F.Y. 2006, we will have the funds to complete this work. For your use, I have attached an estimates and sketches of each project.

If you have any questions or comments or if I can be of further assistance, please do not hesitate to call.

Very truly yours,

Bruce A. Thomas
Engineering Manager

c/Frank C. Thomas, P.E. Kevin A. Sheppard, P.E. Samuel Maranto

ESTIMATE 211 Calef Road Drain DAA DEC 28, 2004

Project Description:

City Forces estimate for the installation of drain pipe in the area of 211 Calef Road. Cost includes drain pipe and CB's, and trench patching, repair sidewalks, reset existing granite curb, wreck & remove 2 CB's.. Also need to repair concrete drive apron.

QUANTITY	UNITS MATERIAL	ITEMS	UNIT PRICE	TOTAL ITEM COST
19	TON	3/8" Wearing Course	\$35.00	\$665.00
38	TON	3/8" Base Course	\$35.00	\$1,330.00
300	TON	18" RAP Base	\$3.00	\$900.00
0	LF	Vertical Granite Curb	\$10.30	\$0.00
0	LF	Curved Vertical Granite Curb	\$16.60	\$0.00
0	CY	Ledge	\$50.00	\$0.00

SUBTOTAL \$2,895.00

DRAINAGE MATERIALS:

	***** * * * * * * * * * * * * * * * * *	1 TO 1		
2	EA	Type B Frames and Grates	\$155.29	\$310.58
0	EA	DMH Frame and Cover	\$195.41	\$0.00
2	EA	Round Slab Top 48"	\$85.00	\$170.00
4	VF	48" Dia. Riser	\$40.00	\$160.00
2	EĄ	48" Dia. Base	\$160.00	\$320.00
19	TON	3/4" Stone	\$7.49	\$142.17
41	TON	Sand Fill	\$1.50	\$61.50
0	LF	24" Dia. HDP Pipe	\$10.22	\$0.00
0	LF	18" Dia. HDP Pipe	\$6.29	\$0.00
56	느	15" Dia. HDP Pipe	\$4.22	\$236.32
26	LF	12" Dia. HDP Pipe	\$3.22	\$83.72

SUBTOTAL: \$1,484.29

MISCELLANEOUS MATERIALS:

1	LS	Erosion Control	\$1,000.00	\$1,000.00
100	CY	Loam (4")	\$12.80	\$1,280.00

SUBTOTAL: \$2,280.00

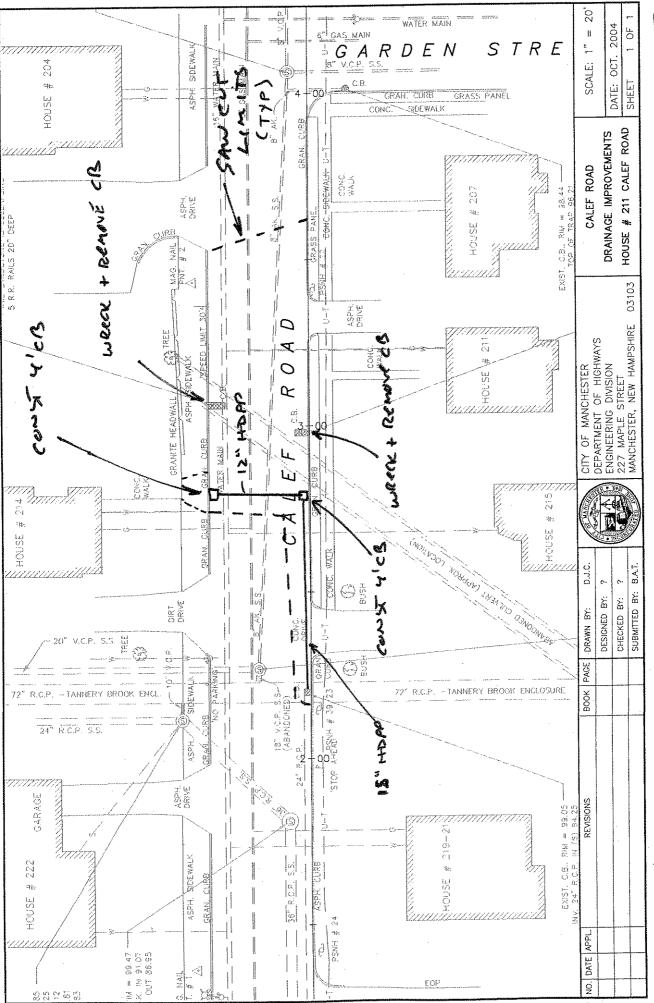
ROADWAY MATERIALS: \$2,895.00 DRAINAGE MATERIALS: \$1,484.29 MISCELLANEOUS MATERIALS \$2,280.00

SUBTOTAL (MATERIALS): \$6,659.29

ADD 15% (OF VALUE OF MATL.): \$998.89

TOTAL (MATERIALS): \$7,658.18

USE: \$8,000



HIGHWAY DEPARTMENT ESTIMATE

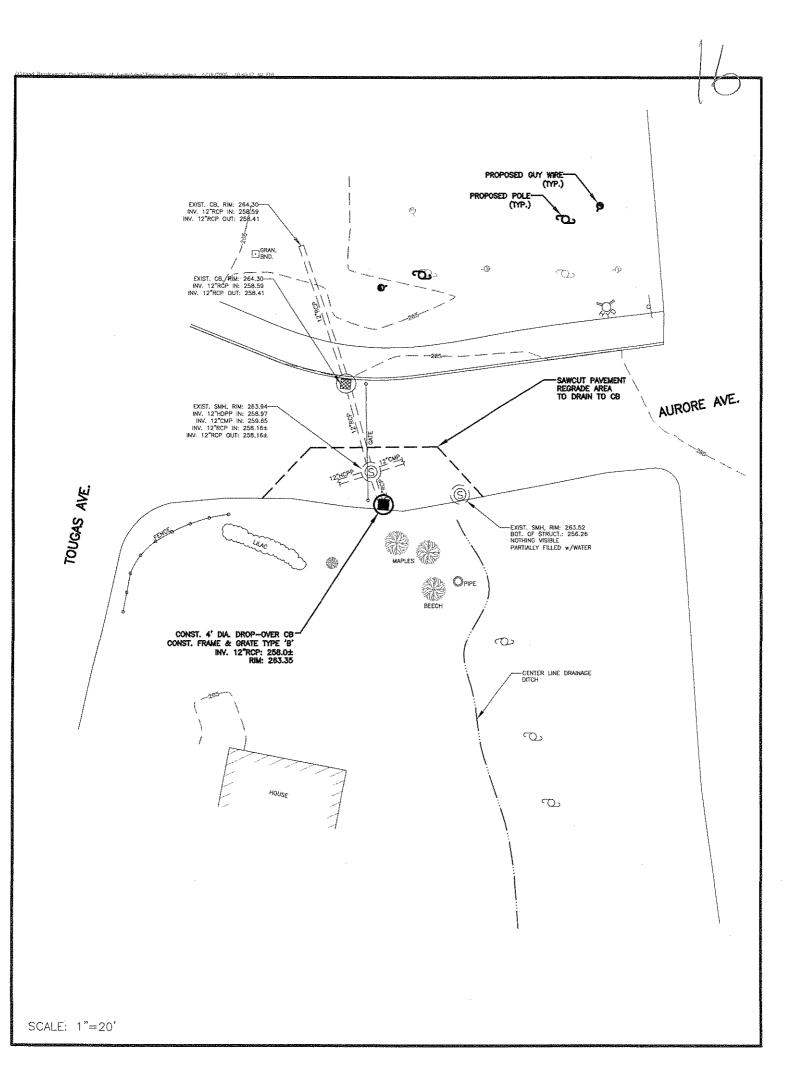
Tougas Avenue

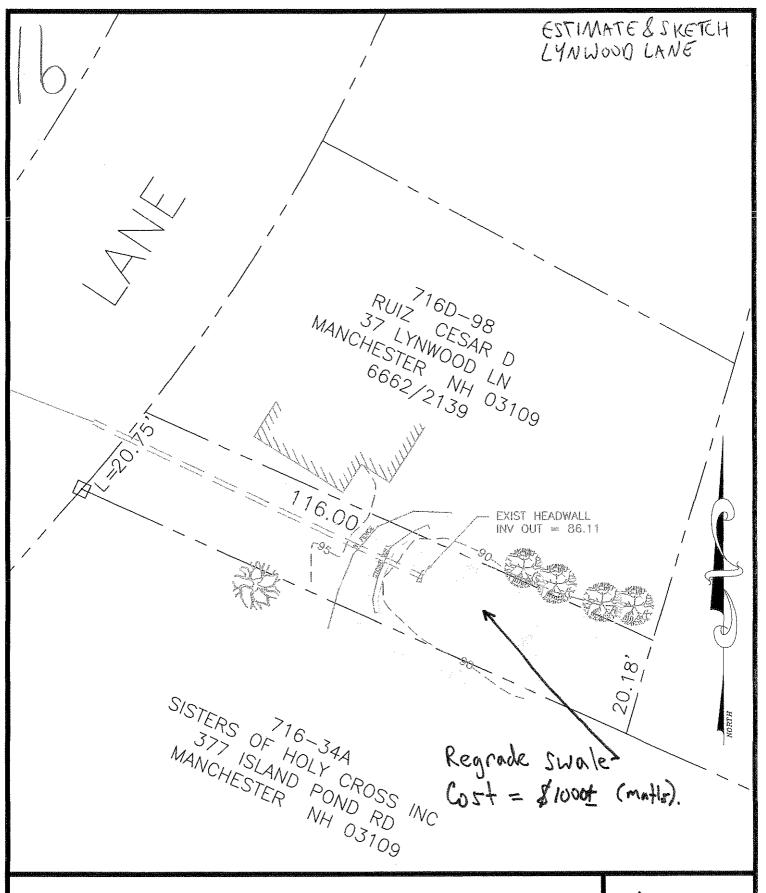
B. A.T. 5/2/05

QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
ROADWAY	MATERIALS	5		
3	TON	3/8" Wearing Course	\$35.00	\$114.82
7	TON	3/8" Base Course	\$35.00	\$229.65
47	TON	Crushed Gravel	\$7.00	\$332.38
DRAINAGE	MATERIALS	S:	SUBTOTAL	\$676.85
1	EA	Type B Frames and Grates	\$105.06	\$105.06
1	EA	Round Slab Top 48"	\$80.00	\$80.00
4	VF	48" Dia. Riser	\$78.00	\$312.00
1	EA	48" Dia. Base	\$192.00	\$192.00
5	TON	3/4" Stone	\$6.15	\$30.75
MISCELLAN		ERIALS:	SUBTOTAL:	\$719.81
5	CY	Loam (4")	\$10.50	\$52.50
			SUBTOTAL:	\$52.50
	ROADWAY	MATERIALS:	\$676.85	
	DRAINAGE	MATERIALS:	\$719.81	
	MISCELLAI	NEOUS MATERIALS:	\$52.50	
		SUBTOTAL (MATERIALS):	\$1,449.16	
		ADD 15% (OF VALUE OF MATL.):	\$217.37	
т	OTAL (MAT	ERIALS AND SUBCONTRACTS):	\$1,666.54	

<u>USE:</u>

\$1,750





PROJECT #37 LYNWOOD LANE MANCHESTER, NEW HAMPSHIRE MAY, 2005



NORTH

SCALE 1" = 20'

HIGHWAY DEPARTMENT ESTIMATE

#99 Dunbar Street

B. A.T. 4/19/05

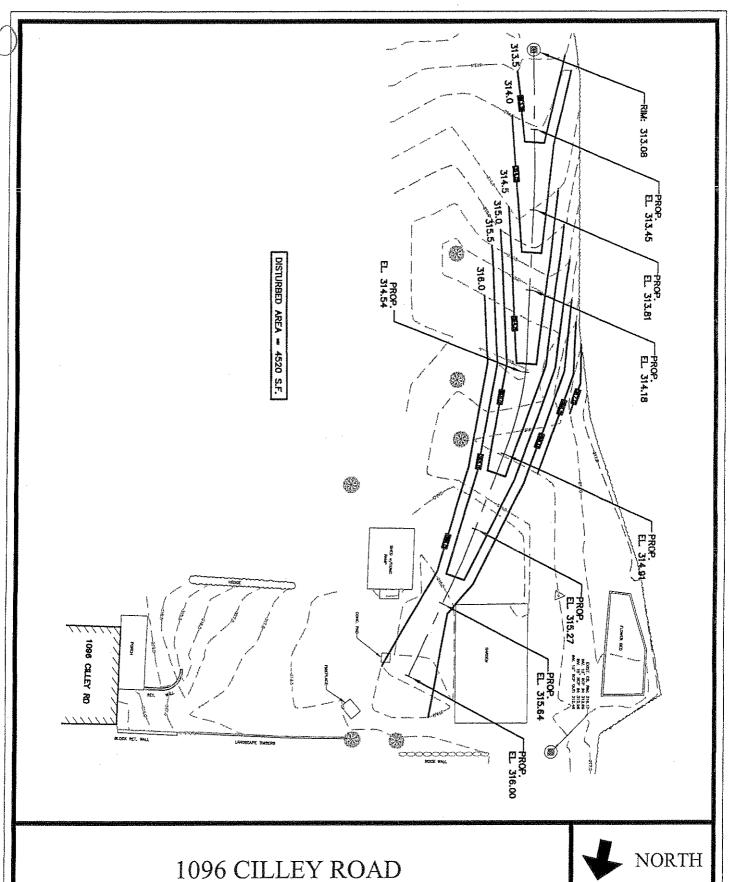


QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
ROADWAY	MATERIALS	5		
4	TON	3/8" Wearing Course	\$35.00	\$144.08
8	TON	3/8" Base Course	\$35.00	\$288.17
48	TON	Crushed Gravel	\$7.00	\$333.67
DRAINAGE	MATERIALS	3:	SUBTOTAL	\$765.92
1	EA	Type B Frames and Grates	\$105.06	\$105.06
0	EA	DMH Frame and Cover	\$126.42	\$0.00
1	EA	Round Slab Top 48"	\$80.00	\$80.00
4	VF	48" Dia. Riser	\$78.00	\$312.00
1	EA	48" Dia. Base	\$192.00	\$192.00
12	TON	3/4" Stone	\$6.15	\$74.03
13	TON	Sand Fill	\$1.80	\$23.40
65	LF	12" Dia, HDP Pipe	\$3.27	\$212.55
10	LF	6" Perforated PVC Pipe	\$3.27	\$32.70
MISCELLAN	EOUS MAT	ERIALS:	SUBTOTAL:	\$1,031.74
41	CI	Loam (4")	\$10.50	\$41.71
SUBCONTR	ACTED ITE	MS:	SUBTOTAL:	\$41.71
12	CY	Ledge Blasting	\$50.00	\$601.85
			SUBTOTAL:	\$601.85
l	ROADWAY	MATERIALS:	\$765.92	
		MATERIALS:	\$1,031.74	
l	VISCELLAN	IEOUS MATERIALS:	\$41.71	
		SUBTOTAL (MATERIALS):	\$1,839.36	
	/	ADD 15% (OF VALUE OF MATL.):	\$275.90	
	SUBTO	TAL (SUBCONTRACTED ITEMS):	\$601.85	
тс	OTAL (MATI	ERIALS AND SUBCONTRACTS):	\$2,717.12	
		<u>USE:</u>	<u>\$3,000</u>	





At #99 Dunbar Street, the residents have a constant flow of groundwater daylighting at the base of the railroad berm that runs along their backyard. The City could install a catch basin at the end of the driveway. The resident's could install an underdrain and connect it to the City's catch basin in the street.



1096 CILLEY ROAD GRADING PLAN May 2005

ESTMATE = \$1500

SCALE 1" = 30'

HIGHWAY DEPARTMENT ESTIMATE

171 Anthony Street

DLW

MAY 4, 2005



QUANTITY	UNITS ATERIALS	ITEMS	UNIT PRICE	TOTAL ITEM COST
4	TON	3/8" Wearing Course	\$28.00	\$106.40
8	TON	3/8" Base Course	\$28.00	\$212.80
73	TON	Crushed Gravel	\$7.00	\$513.33

SUBTOTAL \$832.53

DRAINAGE MATERIALS:

1	EA	Type B Frames and Grates	\$172.23	\$172.23
1	EA	Manhole Frame and cover	\$246.30	\$246.30
2	EA	Round Slab Top 48"	\$80.00	\$160.00
8	VF	48" Dia. Riser	\$78.00	\$624.00
2	EA	48" Dia. Base	\$192.00	\$384.00
1	TON	3/4" Stone	\$7.30	\$7.30
1	TON	Sand Fill	\$1.00	\$1.00
10	LF	6" Dia. HDP Pipe	\$1.55	\$15.50

SUBTOTAL: \$1,610.33

MISCELLANEOUS MATERIALS:

1111-0-0-0-0-0		LINALO.	
5	CY	Loam (4"\) \$10.50 i	\$51.80
· · · · · · · · · · · · · · · · · · ·)		ΨΟ 1.00

SUBTOTAL: \$51.80

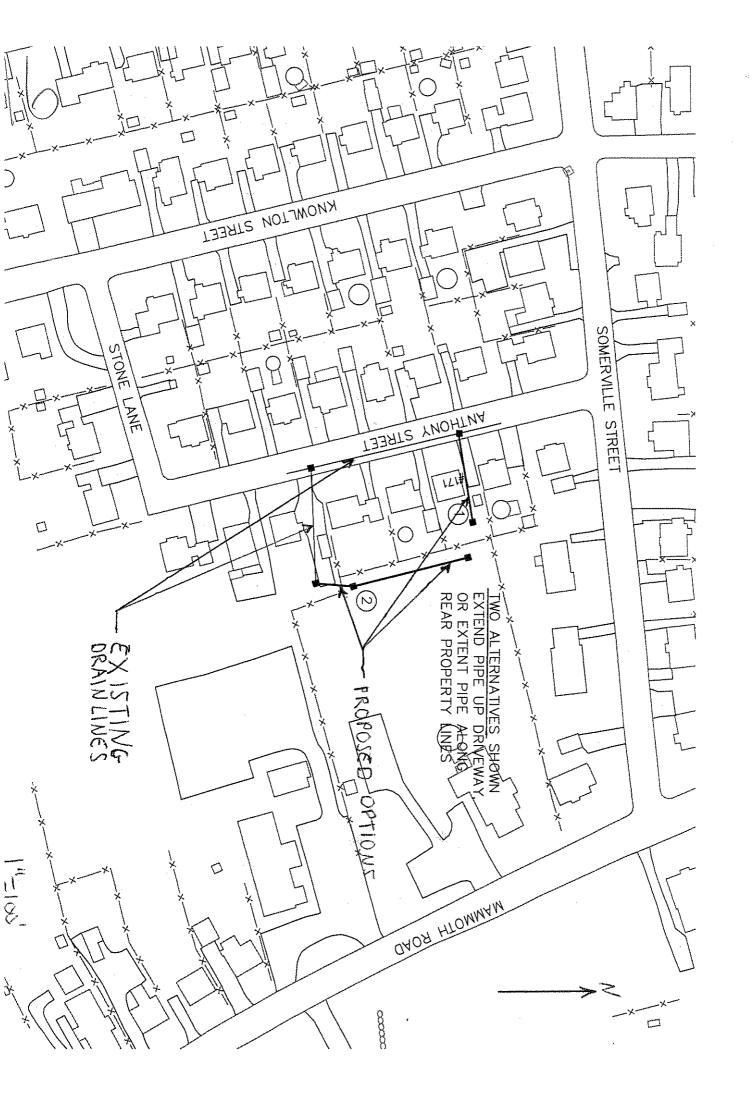
ROADWAY MATERIALS: \$832.53
DRAINAGE MATERIALS: \$1,610.33
MISCELLANEOUS MATERIALS \$51.80

SUBTOTAL (MATERIALS): \$2,442.86

ADD 15% (OF VALUE OF MATL.): \$366.43

TOTAL (MATERIALS AND SUBCONTRACTS): \$2,809.29

USE: \$3,000



ESTIMATE

Bruce Road Puddle

B.A.T.

Sept. 15, 2004



This project consists of regrading to eliminate puddle at intersection of Smyth Road.

QUANTITY ROADWAY M	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
11	TON	3/8" Wearing Course	\$24,50	\$271.54
22	TON	3/8" Base Course	\$24.50	\$543.08
40	TON	Crushed Gravel	\$7.50	\$300.00
0	CY	Bank Run Gravel	\$7.50	\$0.00
0	TON	Bituminous Curb	\$42.00	\$0.00

SUBTOTAL \$1,114.63

DRAINAGE MATERIALS:

EA	Type B Frames and Grates	\$105.06	\$105.06	
EA	DMH Frame and Cover	\$126.42	\$0.00	
EA	Round Slab Top 48"	\$80.00	\$80.00	
VF	48" Día. Riser	\$78.00	\$468.00	
EA	48" Dia. Base	\$192.00	\$192.00	
TON	3/4" Stone	\$6.15	\$18.51	
TON	Sand Fill	\$1.80	\$11.70	
LF	15" Dia, HDP Pipe	\$4.45	\$0.00	
LF	12" Dia. HDP Pipe	\$3.27	\$42.51	
	EA EA VF EA TON TON LF	EA DMH Frame and Cover EA Round Slab Top 48" VF 48" Dia. Riser EA 48" Dia. Base TON 3/4" Stone TON Sand Fill LF 15" Dia. HDP Pipe	EA DMH Frame and Cover \$126.42 EA Round Slab Top 48" \$80.00 VF 48" Dia. Riser \$78.00 EA 48" Dia. Base \$192.00 TON 3/4" Stone \$6.15 TON Sand Fill \$1.80 LF 15" Dia. HDP Pipe \$4.45	

SUBTOTAL:

\$917.78

MISCELLANEOUS MATERIALS:

- 1				M40 C0	#E0 E0
	5	ועיט	L nam (4"\)	310 DU	コーニー あつてつひ ロー
	J	U11	LUCATI ("T)	φ10.00	Φ0 Ε. 00

Page 1

SUBTOTAL: \$52.50

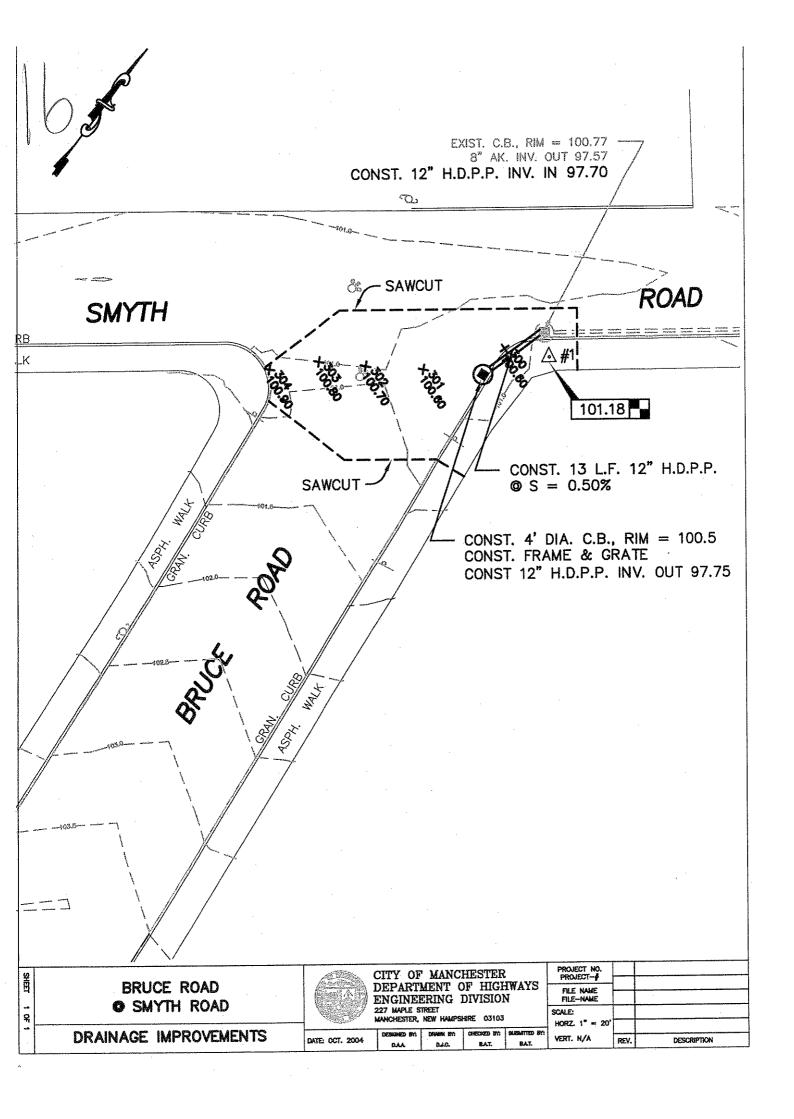
ROADWAY MATERIALS: \$1,114.63
DRAINAGE MATERIALS: \$917.78
MISCELLANEOUS MATERIALS \$52.50

SUBTOTAL (MATERIALS): \$2,084.90

ADD 15%: \$312.74

TOTAL PROJECT COST: \$2,397.64

USE: \$2,500.00



HIGHWAY DEPARTMENT ESTIMATE

Worthey Road Underdrain

B.A.T.

March 7, 2005

QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
ROADWAY M	ATERIALS			
.1	TON	3/8" Wearing Course	\$35.00	\$27.71
2	TON	3/8" Base Course	\$35.00	\$55.42
11	TON	Crushed Gravel	\$7.00	\$80.21

SUBTOTAL

\$163.33

DRAINAGE MATERIALS:

5	TON	3/4" Stone for Drain Line	\$6.15	\$30.75
3	TON	3/4" Stone for Underdrain	\$6.15	\$16.02
5	TON	Sand Fill	\$1.80	\$8.33
10	LF	12" Dia. HDP Pipe	\$3.27	\$32.70
1	Ea	Headwall	\$200.00	\$200.00
25	LS	4" HDPP perforated pipe	\$0.95	\$23.75
1	LS	Filter Fabric	\$300.00	\$300.00

SUBTOTAL:

\$611.55

MISCELLANEOUS MATERIALS:

3	CY	Loam (4")	\$10.50	\$32.38
1	EA	Core Hole in Structure	\$500.00	\$500.00

SUBCONTRACTED ITEMS:

SUBTOTAL:

\$500.00

19	CY	Ledge Blasting	\$50.00	\$925.93
<u> </u>				

SUBTOTAL:

\$925.93

ROADWAY MATERIALS: \$163.33 DRAINAGE MATERIALS: \$611.55 MISCELLANEOUS MATERIALS \$500.00

SUBTOTAL (MATERIALS):

\$774.88

ADD 15% (OF VALUE OF MATL.):

\$116.23

SUBTOTAL (SUBCONTRACTED ITEMS):

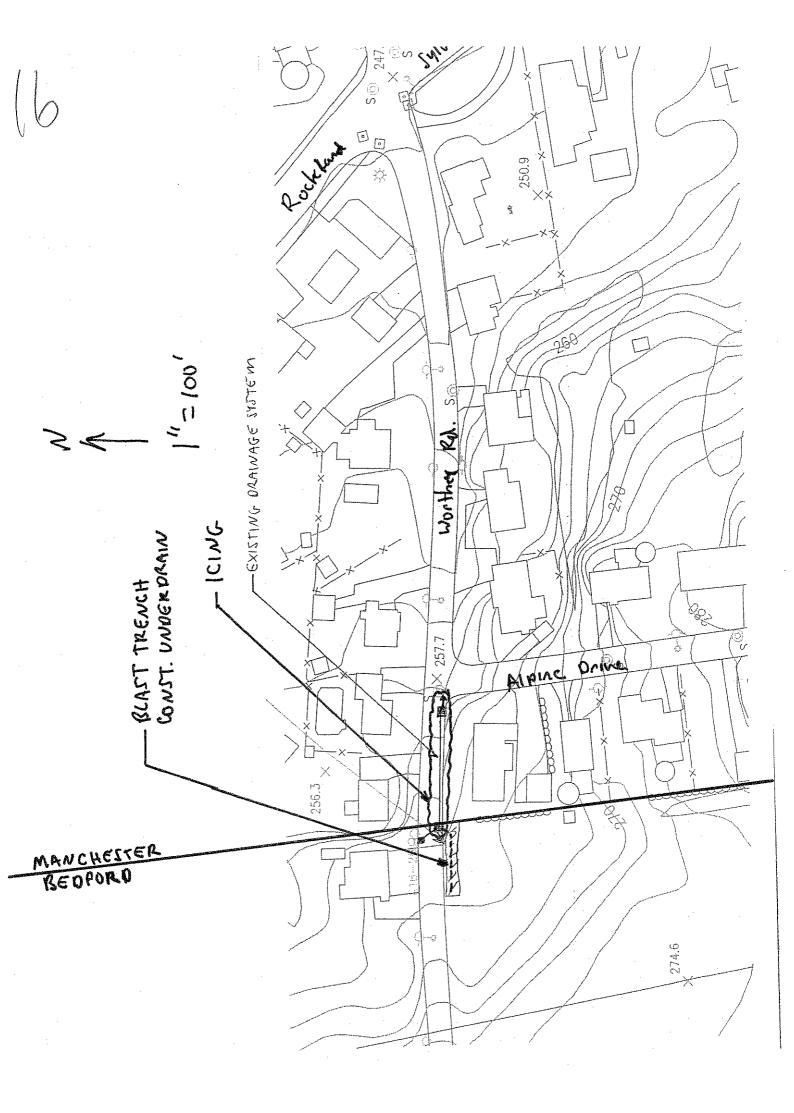
\$925.93

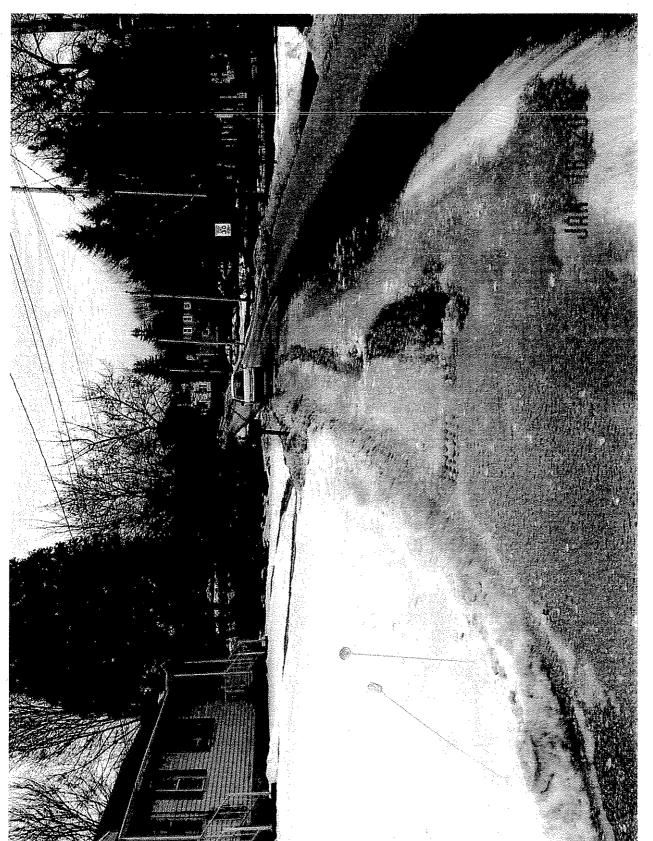
TOTAL (MATERIALS AND SUBCONTRACTS):

\$1,817.04

USE:

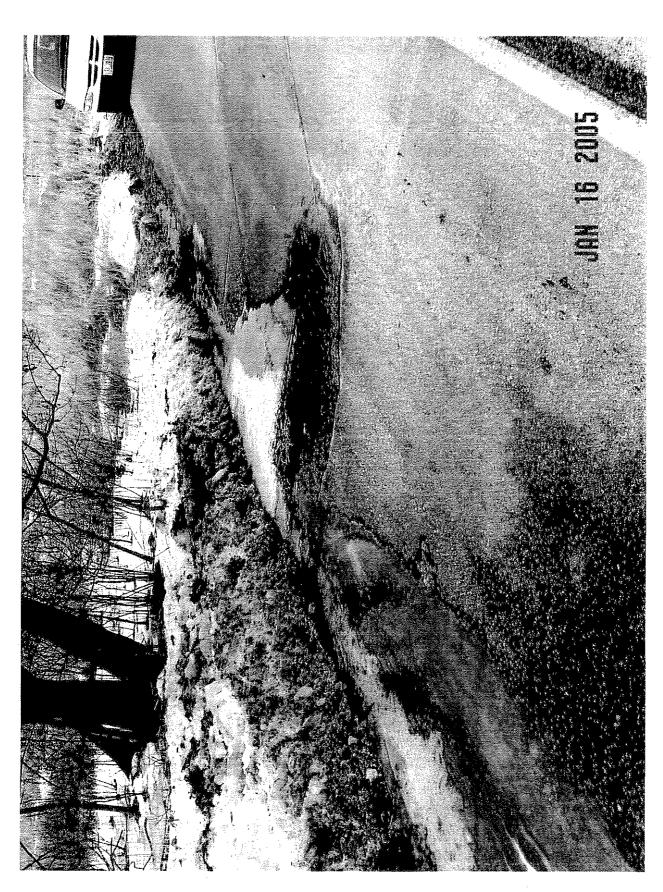
\$2,000





Worthey Road facing westerly at intersection of Alpine Street.





Worthey Road facing westerly.

HIGHWAY DEPARTMENT ESTIMATE

Mammoth Road #866

B.A.T. March 7, 2005

-	

	PRICE	COST
tent		
3/8" Wearing Course	\$35.00	\$155.17
3/8" Base Course	\$35.00	\$620.67
Crushed Gravel	\$7.00	\$449.17
	3/8" Wearing Course 3/8" Base Course	3/8" Wearing Course \$35.00 3/8" Base Course \$35.00

SUBTOTAL

\$1,225.00

DRAINAGE MATERIALS:

1	EA	Type B Frames and Grates	\$105.06	\$105.06
1	EA	Round Slab Top 48"	\$80.00	\$80.00
6	VF	48" Dia. Riser	\$78.00	\$468.00
1	EA	48" Dia. Base	\$192.00	\$192.00
18	TON	3/4" Stone for Drain Line	\$6.15	\$110.70
3	TON	3/4" Stone for Underdrain	\$6.15	\$16.02
17	TON	Sand Fili	\$1.80	\$30.00
36	LF	12" Dia. HDP Pipe	\$3.27	\$117.72
1	Ea	Headwall	\$200.00	\$200.00
26	LF	4" HDPP perforated pipe	\$0.95	\$24.70
1	LS	Filter Fabric	\$300.00	\$300.00

SUBTOTAL:

\$1,644.20

MISCELLANEOUS MATERIALS:

3	CY	Loam (4")	\$10.50	\$32.38
1	EA	Core Hole in Structure	\$500.00	\$500.00

SUBCONTRACTED ITEMS:

SUBTOTAL:

\$500.00

46 CY	Ledge Blasting	\$50.00	\$2,296.30

SUBTOTAL:

\$2,296.30

ROADWAY MATERIALS: \$1,225.00 \$1,644.20 DRAINAGE MATERIALS: \$500.00 MISCELLANEOUS MATERIALS

> \$2,869.20 SUBTOTAL (MATERIALS):

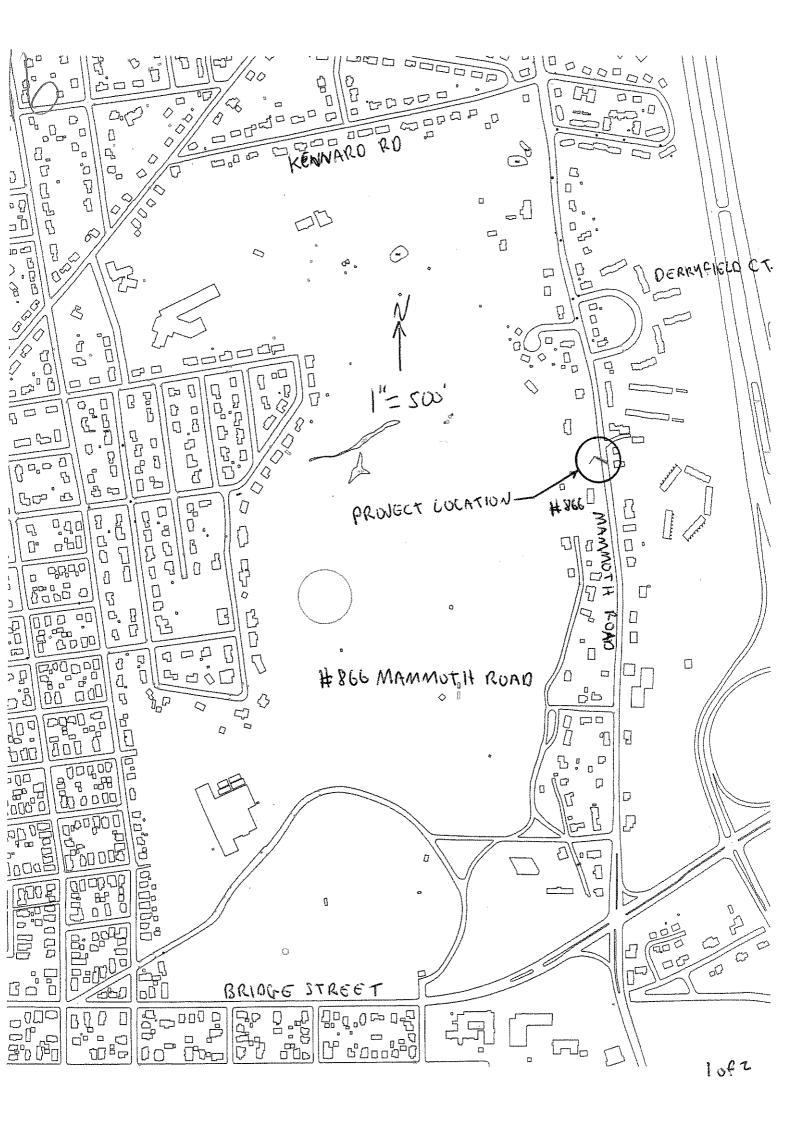
ADD 15% (OF VALUE OF MATL.): \$430.38

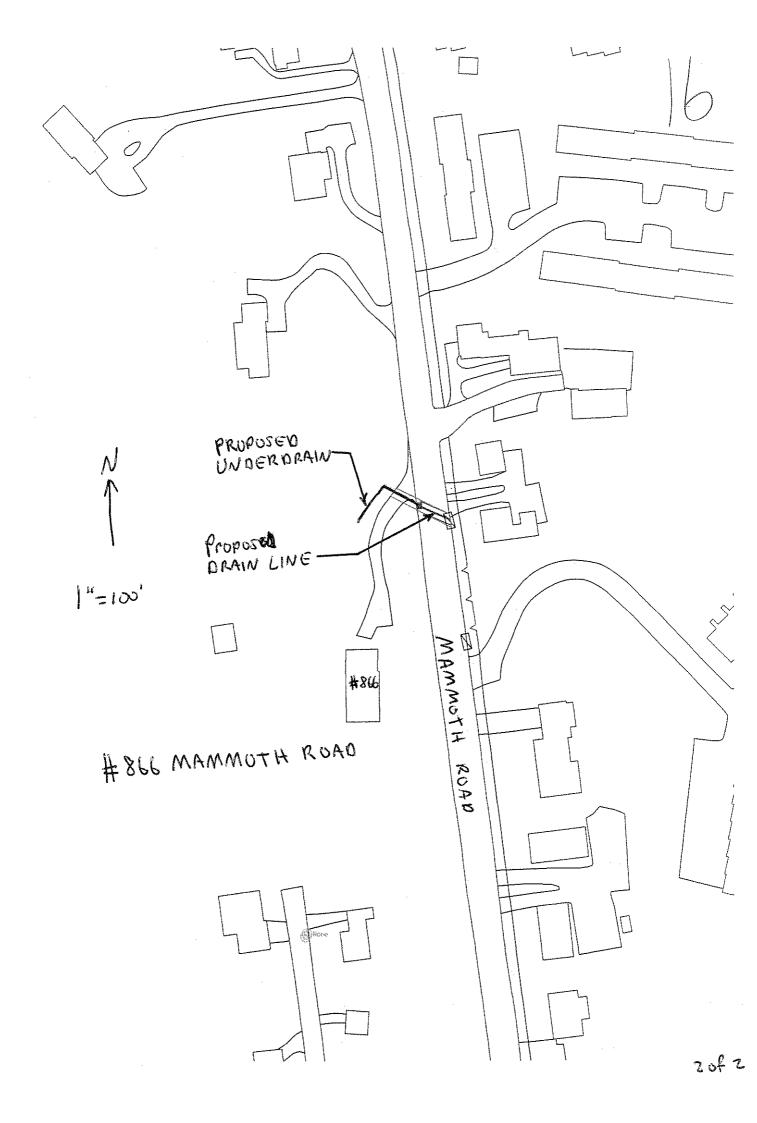
SUBTOTAL (SUBCONTRACTED ITEMS): \$2,296.30

TOTAL (MATERIALS AND SUBCONTRACTS): \$5,595.87

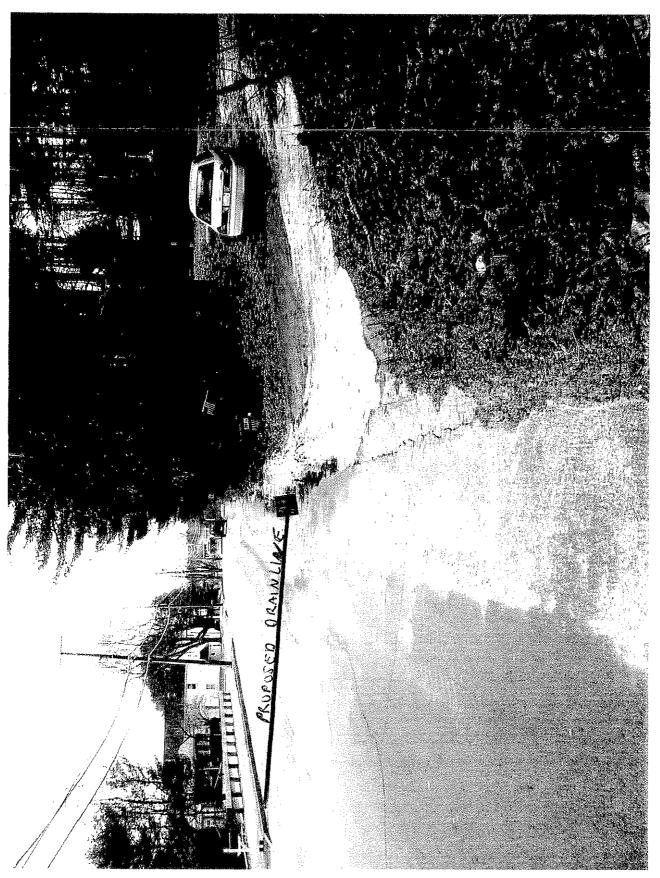
<u>USE:</u>

\$6,000









Driveway to #866 Mammoth Road (Facing Southerly)

HIGHWAY DEPARTMENT ESTIMATE

Maplehurst at Olive Street

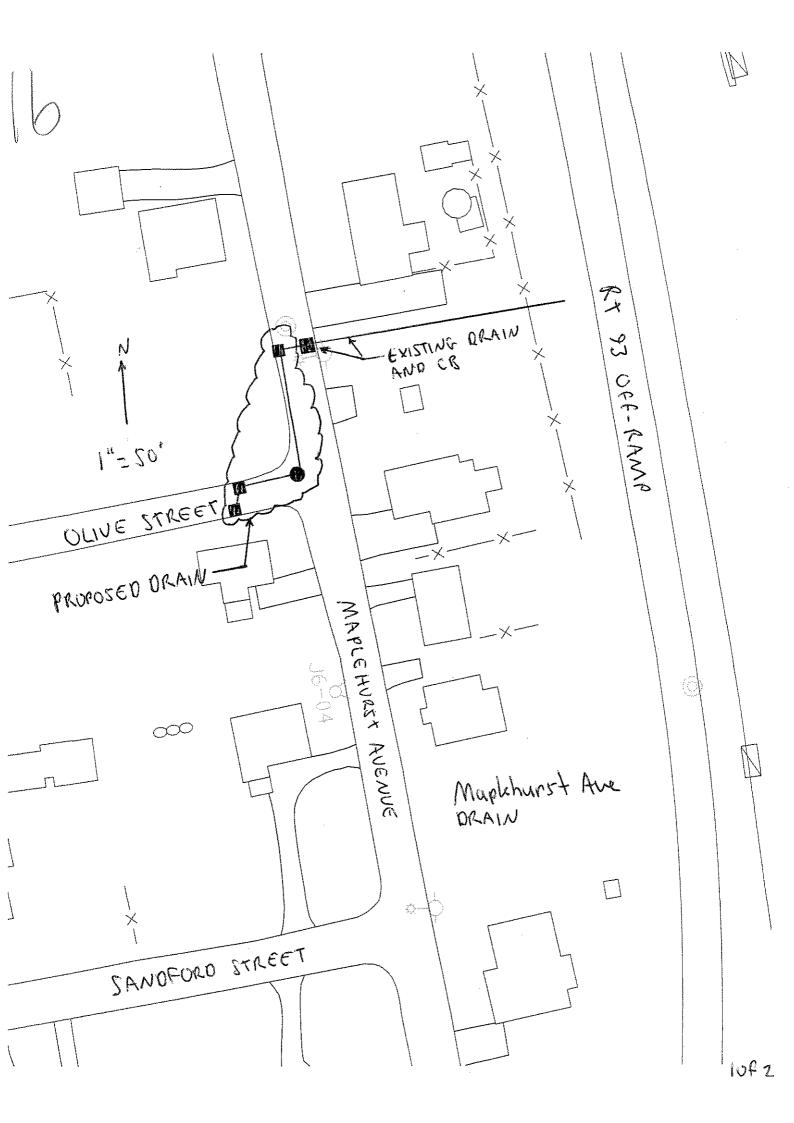
DLW

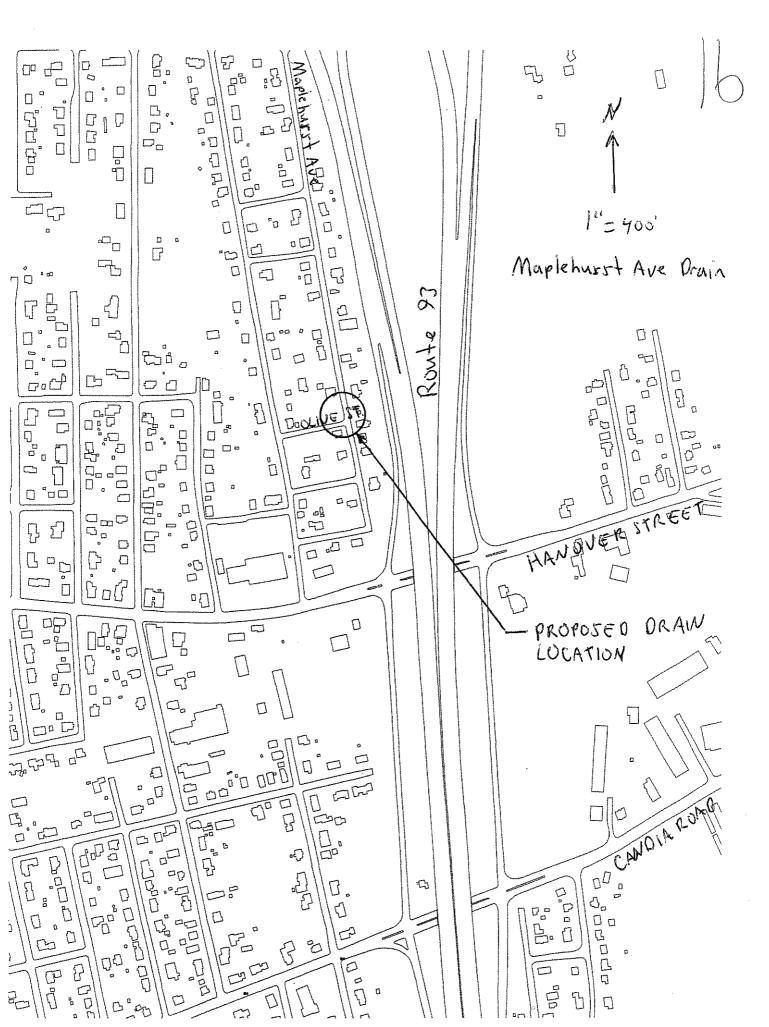
January 27, 2005



QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST	
ROADWAY I	MATERIAL				
10	TON	3/8" Wearing Course	\$35.00	\$350.00	
20	TON	3/8" Base Course	\$35.00	\$700.00	
110	TON	Crushed Gravel	\$7.00	\$770.00	
DRAINAGE I	WATERIAL	S:	SUBTOTAL	\$1,820.00	
2	EA	Type B Frames and Grates	\$105.06	\$210.12	
1	LS	4" HDPP Underdrain	\$3,000.00	\$3,000.00	
1	EA	DMH Frame and Cover	\$126.42	\$126.42	
3	EA	Round Slab Top 48"	\$80.00	\$240.00	
3	VF	48" Dia. Riser	\$78.00	\$234.00	
3	EA	48" Dia. Base	\$192.00	\$576.00	
35	TON	3/4" Stone	\$6.15	\$213.54	
75	TON	Sand Fill	\$1.80	\$135.00	
150	LF	12" Dia, HDP Pipe	\$3.27	\$490.50	
MISCELLAN 5	EOUS MAT		SUBTOTAL: \$10.50	\$5,225.58 \$52.50	
SUBCONTRA			SUBTOTAL:	\$52.50	
65	CY	Ledge Blasting	\$50.00	\$3,250.00	
				\$3,250.00	
j	ROADWAY	MATERIALS:	\$1,820.00		
		MATERIALS:	\$5,225.58		
	MISCELLANEOUS MATERIALS \$52.50				
	SUBTOTAL (MATERIALS): \$7,045.58				
	ADD 15% (OF VALUE OF MATL.): \$1,056.84				
	SUBTO	\$3,250.00			
тс	OTAL (MAT	\$11,352.42			
***		<u>USE:</u>	<u>\$12,000</u>		

Agriculture









Maplehurst Avenue



Olive Street off Maplehurst Avenue

HIGHWAY DEPARTMENT ESTIMATE

Oak Hill Avenue

B. A.T.

5/2/05



QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
ROADWAY	MATERIALS	3		
13	TON	3/8" Wearing Course	\$35.00	\$443.33
25	TON	3/8" Base Course	\$35.00	\$886.67
183	TON	Crushed Gravel	\$7.00	\$1,283.33

SUBTOTAL \$2,613.33

DRAINAGE MATERIALS:

21178174E 8171 E187EQ.			
EA	Type B Frames and Grates	\$105.06	\$210.12
EA	DMH Frame and Cover	\$126.42	\$0.00
EA	Round Slab Top 48"	\$80.00	\$160.00
VF	48" Dia. Riser	\$78.00	\$624.00
EA	48" Dia. Base	\$192.00	\$384.00
TON	3/4" Stone	\$6.15	\$911.11
TON	Sand Fill	\$1.80	\$72.00
LF	12" Dia. HDP Pipe	\$3.27	\$654.00
LF	6" Perforated PVC Pipe	\$3.27	\$572.25
	EA EA VF EA TON TON	EA Type B Frames and Grates EA DMH Frame and Cover EA Round Slab Top 48" VF 48" Dia. Riser EA 48" Dia. Base TON 3/4" Stone TON Sand Fill LF 12" Dia. HDP Pipe	EA Type B Frames and Grates \$105.06 EA DMH Frame and Cover \$126.42 EA Round Slab Top 48" \$80.00 VF 48" Dia. Riser \$78.00 EA 48" Dia. Base \$192.00 TON 3/4" Stone \$6.15 TON Sand Fill \$1.80 LF 12" Dia. HDP Pipe \$3.27

SUBTOTAL: \$3,587.48

MISCELLANEOUS MATERIALS:

141100 m m m m / 11				
3	Roll	Filter Fabric	\$78.00	\$234.00
12	CY	Loam (4")	\$10.50	\$129.50

SUBTOTAL:

\$363.50

SUBCONTRACTED ITEMS:

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1 100	ועיז	Lodge Diectinal	## C (1)	. CO 166 67 I
1 100		FEBUR DIASILILI	.00.11.2.1.2.1	1 300 100 07 1
100	. •		Ψ00.00	ψο, ισοίοι
	·····			

SUBTOTAL: \$9,166.67

ROADWAY MATERIALS: \$2,613.33 DRAINAGE MATERIALS: \$3,587.48 MISCELLANEOUS MATERIALS: \$363.50

SUBTOTAL (MATERIALS): \$6,564.31

ADD 15% (OF VALUE OF MATL.): \$984.65

SUBTOTAL (SUBCONTRACTED ITEMS): \$9,166.67

TOTAL (MATERIALS AND SUBCONTRACTS): \$16,715.63

USE: \$17,000

TENN AND TENN, P.A.

BOAFD OF MAYOR & ALLERY JR.* • JOHN J. TENN * • MARY ELIZABETH TENN *

DATE:

May 3, 2005

IN MOTION OF ALD. ROY

ECONDED BY ALD.

O'Neil

refer to the Committee on

VOTED TO Community Improvement.

April 11, 2005

RECENVED

APR 1 2 2005

MAYOR'S OFFICE

CITY GLER

The Honorable Robert A. Baines Mayor of the City of Manchester

One City Hall Plaza Manchester, NH 03101

Re: 312 Whitford Street / Walnut Hill Ave. Extension

Dear Mayor Baines:

Enclosed herewith please find a Petition executed by many of the residents and neighbors of Whitford Street and Walnut Hill Ave. Extension. As you can see, we are requesting that the City investigate and correct the lack of storm drains and sewer drains on Walnut Hill Ave. Extension.

Thank you for your cooperation in this regard.

Very truly yours,

John J. Tenn

JT/mlg Enclosure

cc:

Mark Roy, Alderman Ward 1

Frank Thomas, Public Works Director

Thomas R. Clark, City Solicitor Mike Lopez, Alderman-At-Large

Daniel P. O'Neil, Alderman-At-Large

A Professional Association

PETITION

We, the undersigned residents and neighbors of Walnut Hill Ave. Extension and Whitford Street, herby formally petition the Mayor of the City of Manchester and the Board of Alderman for the following call to action:

- 1. Review the lack of city storm drainage systems and sewer systems on Walnut Hill Ave. Extension;
- 2. Review the impact caused to private property owners due to the lack of these city drainage systems and sewers;
- 3. Take all necessary corrective action to prevent private property owners from being adversely effected by the lack of city storm drainage systems and sewer systems; and
- 4. Allocate funding and immediately install appropriate storm drainage systems and sewer systems on Walnut Hill Ave. Extension.

Respectfully submitted:

Name	Address
John & GRACE TENN	312 Whitford St.
MARY Tenn + Stephen blace	
Ereg and Barbara Ahlgren	338 Walnut Hill Ave
Stephanie & James Ferro	400 Walnut Hill Ave
Mulani + David July	411 walnut Hell Ert.
Apur Hour pritogode	3 30 whitford street
Caryl + Barry Brensing	
M. ALANA & DENNIS A. DEMERS	385 WHITFORD ST.
Selicity & Bob Baco	344 Whitford St
Therese monu	349 whitford St.
Barbar Beaudy	1395 n Russell St
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Jay All Dan	370 Whitford St. Marchester 0313
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City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski - Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

April 13, 2005

C.I.P. Committee of the Honorable Board of Mayor and Aldermen C/O Mr. Leo Bernier CITY CLERKS OFFICE One City Hall Plaza Manchester, New Hampshire 03103

Re: Walnut Hill Avenue Drainage System

Request for Project Funding

Gentlemen:

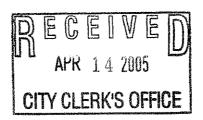
The Manchester Highway Department hereby requests funding for the installation of a sewer and drainage system on Walnut Hill Avenue. The cost of both (combined) is approximately \$335,000. The cost of a drainage system (with out sewer) is approximately \$180,000. Estimates are attached for your use.

If you have any questions or comments or if I can be of further assistance, please do not hesitate to call.

Very fruly yours,

Bruce A. Thomas Engineering Manager

c/Frank C. Thomas, P.E. Kevin A. Sheppard, P.E. Samuel Maranto



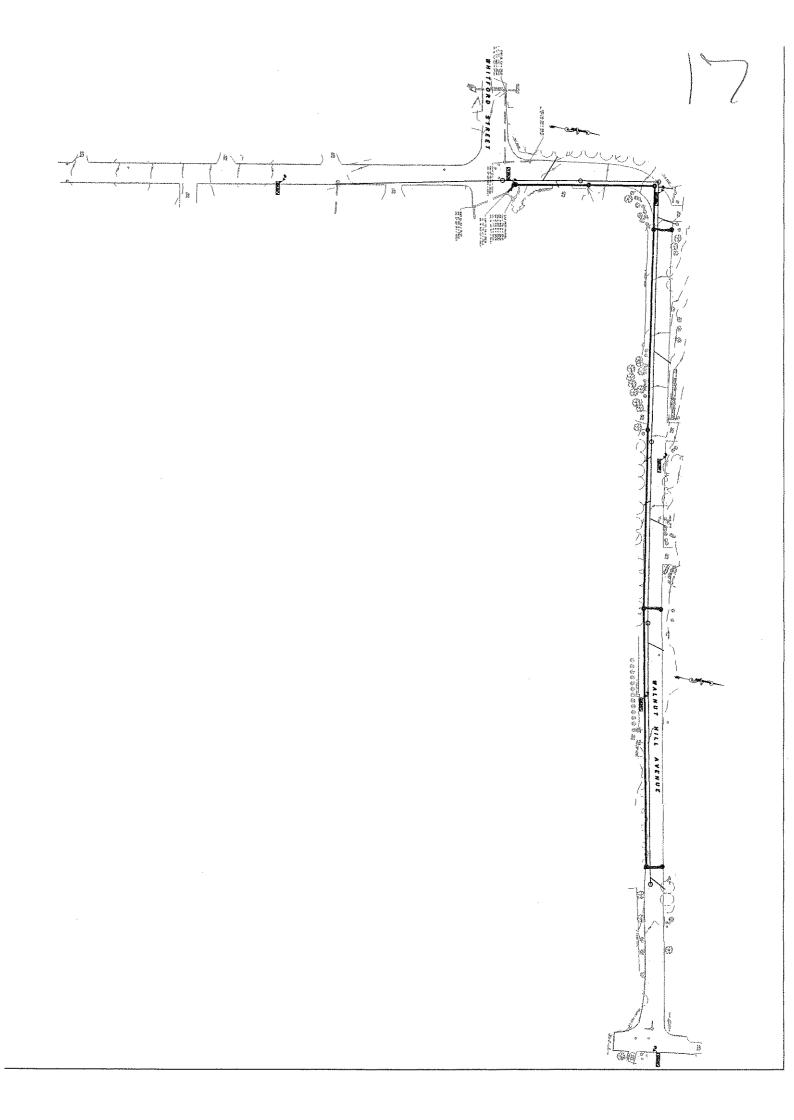
WALNUT HILL DRAIN B.A.T. April 13, 2005

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WALNUT HILL SEWER AND DRAIN B.A.T. April 13, 2005

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City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski - Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

May 26, 2005 #05-059

Committee on Community Improvements of the Honorable Board of Mayor and Aldermen City Clerk's Office One City Hall Plaza, Manchester, New Hampshire 03101

Re: Old Wellington Road

Fairway Estates, Private Roads

'05 MIY 31 P2:4

MANCHESTER OITY CLERK

Dear Aldermen:

I have reviewed the request from the homeowners in the Fairway Estates Condominiums to turn over their private driveway to the City of Manchester and offer the following for the Committee's consideration:

- The approved site plan proposed a private 22 foot wide driveway on common property. In addition, there is no details specifying how this driveway should be constructed. Therefore, there is no way of telling to what standard it was constructed. The plan also notes that plowing would be maintained and paid by the Association.
- 2. The approved site plan only called for a gravel turnaround area at the end of the paved driveway, not our paved standard turnaround.
- 3. The City's minimum standard right-of-way has a width of 40 feet.

 Locating a 40 foot right-of-way over this existing driveway would result in the street right-of-way extending to within 2 feet of one of the units.
- 4. If the original plan was created with a public roadway, there would only be 3 to 4 units there now, not the 6 that were built.
- 5. I believe, Zoning Ordinance issues would develop now as a result of a public roadway. Such as setback requirements on buildings.
- 6. Lastly, taking over a private drive in the Fairway Estates will set a precedence and as a result the City could be faced with taking over another 50 private drives that are not built to City standards. Once we start taking over private driveways, we will be forced to take over private sewerage systems and provide refuse collection services.



I can understand the basis of the request from the property owners in the Fairway Estates Condominium development and can sympathize with them. However, a developer proposed the original project as a private development and saved development costs by not constructing it to City Standards. The owners bought into the development based on the fact that everything is private and that maintenance was the responsibility of the property owners. To change things now will only set a precedence that will cost other taxpayers more. Therefore, I cannot recommend that the City consider taking over this private driveway.

I will be available to answer any questions you may have.

Very truly yours,

Frank C. Thomas, P.E. Public Works Director

/c



Julie Herbert 20 Old Wellington Rd. Manchester, N.H. 03104 May 3, 2005

Mr. Danny O'Neil Chairman CIP Committee 1 City Hall Plaza Manchester, N.H. 03101

Dear Mr. O'Neil and Committee Members:

I am writing on behalf of the members of Fairway Estates Condominium Association. We are a group of six separate homes located on Old Wellington Rd. As an association, we collect dues from each unit to cover insurance costs, tax preparation and road maintenance. We have also used funds in the past for necessary repairs to the fence that runs along the backside of our units, separating us from our neighbors.

We have reached a point as an association where it has become increasingly difficult to meet expenses, particularly with respect to road maintenance. We implemented an increase of fifteen dollars per month in April to help us prepare for the winter months of 2005/06. This increase, although it may seem minimal to some, will make it difficult for some members to keep up with the monthly fees due to their limited income.

It is our hope to turn the road over to the city. We realize that doing so may impose restrictions, such as limited parking, due to road width. I spoke briefly with Mr. Frank Thomas regarding the condition of our road. He is going to come out to evaluate it. He advised me that our next step would be to contact your committee to see if taking over the road is something that the city will consider. He did indicate that he did not feel the city would pick up the road due to certain road specifications having to be met. He also was concerned about setting precedence for future, similar situations.

I understand his concerns, but have to bring forth the concern I feel for the folks living on this road if we are unable to keep up with plowing and maintenance next winter. It will make it difficult, if not impossible, for some of them to get to work as needed.

This is a great little neighborhood. The folks who live here love the neighborhood and would like to be able to continue to raise their families here. It is a concern to me that some may not be able to do so as insurance premiums and plowing costs continue to rise.

My hope is that you will consider our situation and advise me as to whether or not the city can help in this instance.

Sincerely, Quille Herbart

Julie Herbert

Association President

Heur & Chin as

RECEIVED

MAY 10 2005

CITY CLERK'S OFFICE



City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski - Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

April 28, 2005

Community Improvement Committee of the Board of Mayor and Aldermen City Hall c\o Leo R. Bernier, City Clerk One City Hall Plaza Manchester, New Hampshire 03101

RE: PETITION FOR LAYOUT AND DISCONTINUANCE OF A PORTION OF AUBURN SOUTH BACK STREET

Dear Committee Members,

We have reviewed the referenced item and have found the following:

- Auburn South Back Street was originally dedicated by plan of the Amoskeag Company as a 626' long by 20' wide passageway. The date of that plan is unknown but it appears to be earlier than 1893.
- No acceptance of dedication or return of layout for Auburn South Back Street was found in the records of the city clerk.
- The street does not show as existing in the 1946 aerial photograph therefore it does not appear that this is a street by prescription.
- No records of sewer or drain pipes being in the street were found.
- The Highway Department does not maintain this area as a public street.
- The street westerly from this section to Lincoln Street was discontinued by actions of the Board of Mayor and Aldermen recorded at:

Book 12 page 176 - release and discharge 326' - 6/5/1951

Book 12 page 411 - release and discharge 50' - 11/28/1952

Book 17 page 145 - release and discharge 100' - 04/05/1982

10

 Being the plan dedication was most likely before 1893 the Board of Mayor and Aldermen would need to release and discharge the dedication rather than the petitioned layout and discontinuance.

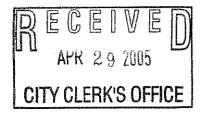
The Highway Department supports the release and discharge of Auburn South Back Street. However, it is recommended the action be taken on 150' of the street rather than the petitioned 100' thereby releasing the any remaining interests in this street.

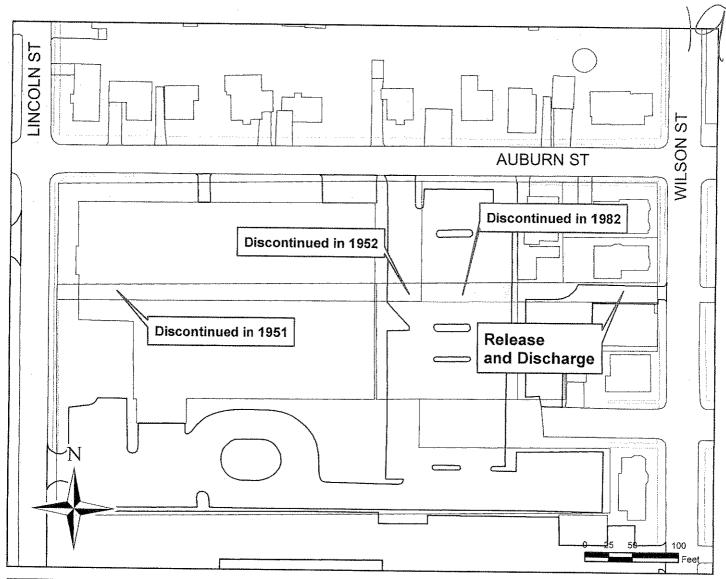
Sincerely,

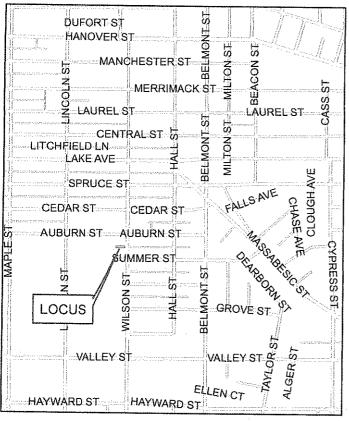
Frank Thomas, P.E. Public works director

MJM

CC: file







Proposed Street Discontinuance

Auburn South Back
Wilson Street to 150' +/- Westerly



Manchester, NH April 28, 2005

Law Offices of

TELEPHONES
EMILE R. BUSSIERE (603) 622-1002
EMILE R. BUSSIERE, Jr. 668-4625
FACSIMILE (603) 668-6892

Bussiere & Bussiere

Professional Association

15 North Street

Manchester, New Hampshire 03104

April 20, 2005

Honorable Robert Baines Board of Mayor and Aldermen One City Hall Plaza Manchester, NH 03101

RE: Laying Out and Discontinuance of portion of Auburn South Back Street

Dear Mayor Baines:

Enclosed please find a Petition requesting that the Board of Mayor and Aldermen lay out and then discontinue a portion of a highway known as Auburn South Back Street.

The highway in question is 100 feet long and 20 feet wide and is that section which is immediately westerly from Wilson Street.

Also enclosed please find a map showing that section of the back street.

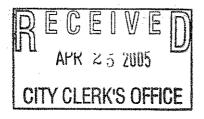
It is respectfully requested that this Petition be placed on the agenda at an early date and referred to the appropriate committee.

Thank you for your attention to this matter.

Very truly yours,

Emile R. Bussiere

ERB:dpm Enclosures



10

TO: The Honorable Board of Mayor and Aldermen of the City of Manchester:

The undersigned respectfully represents that for the accommodation of the public there is occasion for laying out and then discontinuing a highway beginning at a point on the Northerly line of Auburn South Back Street at the Easterly terminus of said Auburn South Back Street at its intersection with the westerly line of Wilson Street; thence 100 feet westerly to a part of said Auburn South Back Street already laid out and discontinued; thence south a distance of 20 feet along the part of Auburn South Back Street already discontinued; thence easterly 100 feet to the westerly line of Wilson Street; thence northerly 20 feet along the said westerly line of Wilson Street to the point of beginning.

That portion of Auburn South Back Street which lies westerly of the above described tract has already been laid out and discontinued.

We therefore request that you lay out and then to discontinue the highway on the route above described.

Dated at the City of Manchester this 30^{14} day of April, 2005.

Respectfully submitted,

Bobert Gallsmarkis M.D., Robert A. Desmarais, MD

Janet Desmarais

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May 4, 2005

Honorable Robert Baines Board of Mayor and Aldermen One City Hall Plaza Manchester, NH 03101

RE: Laying Out and Discontinuance of portion of Auburn South Back Street

Dear Mayor Baines:

Reference is made to my letter dated April 20, 2005 forwarding a Petition for the Discontinuance of a part of the Auburn South Back Street.

I am now in receipt of a copy of a letter written by Frank Thomas to the Community Improvement Committee of the Board of Mayor & Aldermen dated April 28, 2005.

We concur with the suggested change that the procedure be by way of a release and discharge and that the entire 150 feet of the street be released and discharged.

It would be appreciated if you would inform me as to the date and time of the next meeting of the Community Improvement Committee of the Board of Mayor & Aldermen.

Thank you for your attention to this matter.

Very truly yours,



To the Honorable Board of Mayor and Aldermen of the City of Manchester:

The Undersigned respectfully represent that for the accommodation of the public there is occasion to DEDICATE A HIGHWAY to be known as GOEBEL STREET

We dedicate an easement interest for a public highway over our lands described as follows:

Beginning at a point in the southerly line of Charlotte Street at the intersection with the westerly line of Alton Street, a platted street now known as Goebel Street, said point being 111.24' east of the easterly line of Brown Ave; thence, by the westerly line of said Alton Street 243.93' to an angle point; thence, turning a left angle of 171°28' and going a distance of 118.0' to the southerly terminus of this dedication.

Meaning to describe the westerly line of the platted Alton Street, now Goebel Street and the highway to be 40' wide.

Meaning and intending to create a public way, 40' wide, over the platted Alton Street between Charlotte Street and a line 10' south of the southerly end of the existing pavement.

We, therefore, request you accept this dedication described. S1465 Christopher Taylor Date	Sheila I. Goebel Date 5/3/05
Robert O. Goebel Date	Lee V. Tang Date
Violet G. Gelinas Date	Ly Tang Date

BROWN AVENUE CHARLOTTE STREET 111.24 GOEBEL STREET CHRISTOPHER TAYLOR VIOLET GELINAS 243.93 MAURICE LADUKE EXISTING EDGE OF PAVEMENT LEE V. TANG ROBERT GOEBEL



DEDICATION PLAN GOEBEL STREET MANCHESTER, NEW HAMES 2005



City Of Manchester Department of Highways Environmental Protection Division

300 Winston Street Manchester, New Hampshire 03103-6826 (603) 624-6595 Fax (603) 628-6234 Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

Memo

To:

Paula L-Kang

From:

Thomas W. Seigle, P.E.

Date:

04/04/05

Re:

Sewer Abatement Request for

Fuat Musa Baci 180 Beech Street #05-094

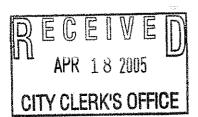
Attached is a report from our accountant regarding the referenced abatement request. It appears that an abatement is <u>not</u> recommended at this time as the customer has not provided any evidence to justify the request.

T. Jeyl

/djv

Attach

cc June George – EPD Lisa Hynes – EPD





Date: March 28, 2005

To: June George/Tom Seigle

From: Lisa Hynes, Accountant II

Ref: Findings/Recommendations for sewer abatement request for 180 Beech Street

Acct # 23431-15754

Reason for Request:

The customer is requesting abatement for the sewer billing periods of 6/4/04 - 1/5/05 because he feels the bills were too high. The customer has paid the total amount due of \$1936.95 for the bills in question.

Supporting Backup:

The customer has supplied no back up pertaining to a specific reason why an abatement would be due. The customer was informed by MWW to call and set up an inspection to try to detect the reason for the higher water consumption. I also sent a letter on March 8, 2005, letting the customer know that the inspection was the first step to take. (see the attached letter) To date, the customer has not contacted MWW to make the appointment. This property is a multi-family and the average usage for this time period during the past 3 years was 149ccf per quarter. During the period referenced above, the average usage increased to 602ccf.

Recommendations:

Since the owner has not yet contacted MWW to arrange for an inspection and provided no other information regarding possible problems, we do not know the reason for the excessive water consumption. At this time, I DO NOT recommend an abatement be

granted. Concer 36 4/1/05

Abatement request would be reconsidered once the owner determines the reason for the excessive consumption, the disposition of the excessive water, proof of any necessary repairs and re-filing a request for an abatement.

Enclosure

21

Request to the:

Board of Mayor and Aldermen

Cone City Hall Plaza

Manchester N.H 03101

Manchester Water Works 281 Lincoln St Manchester N.H 03103

Environmental Protection Division 300 Winston Street Manchester N.H 03103

From:

Fuat Musa Baci 328 Cedar st Manchester N.H 03103

Re: Account # 23429-15754 (Water Bill) 23431-15754 (Envir Protection)

3 family 180 Beech street Manchester N.H 03103

Dear sir or Madame,

I am writing to lodge a complaint to you regarding the high charge that I have received on the above referenced property over the past 3 periods from

1. Manchester Water Works (\$1417.89)

2 Envir. Prot. City of Manchester (\$1936.95)

\$3354.84

I have send a letter on March 3, 2005 to each company and they have responded to me that the charge is right.

I please you to discuss my question and may be the reason on abatement should be considered. I think that companies- Manchester Water Works and Envir. Prot of City Manchester are themselves responsible, Because they had to undertake the action of a control, of a checking to know the statement of the pipe etc.

As following I am giving to you the evidence of the billing period and charge

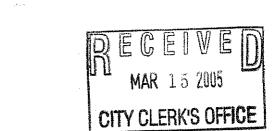


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Manchester water works	Envir. Prot. City of Manchester
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Period Bills	Charge	Date of Bill	Charge
10/07/03-1/5/04	\$139.90	2/17/04	\$197.70
1/5/04-4/6/04	\$114,22	5/18/04	\$160.50
Amount	\$254.12	Amount	\$358.20
Average:(2)	\$127.06	Average	\$179.10
6/4/04-7/8/04	\$292.91	8/17/04	\$419.35
7/8/04-10/4/04	\$436.29	12/21/04	\$627.05
10/4/04-1/5/05	\$688.69	2/15/05	\$890.55
Incorrect total	\$1417.89	Incorrect Total	\$1936.95

Total Incorrect charge \$1417.89+\$1936.95=\$3354.84

Thank You Fuat Musa Baci





City Of Manchester Department of Highways Environmental Protection Division

300 Winston Street Manchester, New Hampshire 03103-6826 (603) 624-6595 Fax (603) 628-6234 Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

March 8, 2005

Fuat Musa Baci 328 Cedar Street Manchester, NH 03103

RE:

Account #23431-15754

180 Beech Street

Dear Mr Baci

I am writing in response to your letter dated March 3, 2005, regarding the higher charges that you have received on the above referenced property over the past 2-3 quarters. I see that this letter was also sent to the Building Department and Manchester Water Works.

My records indicate that Manchester Water Works sent a letter on March 4, 2005 requesting you to call to make an appointment to have Jeff come out to the property to check for leaks or other possible reasons for the increase in water consumption. At this time, this is the action that should be taken as your EPD bill is based upon your water consumption as reported by Manchester Water Works.

Once the inspection is complete and the reason for the high consumption has been determined, please refer to the enclosed information regarding EPD abatements to see if it would be applicable. If so, please complete the necessary paperwork and return it as directed for consideration.

Please feel free to call if you have any further questions or concerns.

Sincerely

Lisa J Hynes Accountant II

enc.



CUSTOMER ABATEMENT PROCEDURES

Abatements are requests to waive one or more sewer bills, usually due to an extraordinary event such as a pipe bursting, fire, etc.

Environmental Protection Division cannot credit a customer's account, they must go through the *Abatement Process*, as follows:

1. Customer must send request to:

Board of Mayor and Aldermen One City Hall Plaza Manchester, NH 03101

- 2. The letter should state that you are requesting a sewer charge abatement and include the following information:
 - a) Your name and the address & the account number of the property for which abatement is requested
 - b) Billing period and amount of sewer charge abatement requested
 - c) Reason an abatement should be considered
 - d) If due to a hot water tank or a water pipe bursting, state where the water accumulated (e.g. basement) and if it was in the basement, is the floor dirt or concrete. Also, state how and where the excess water was disposed.
- 3. Attach to the letter any documentation to support the "extraordinary event" such a plumber's bill or inspectors report.
- 4. When City Clerk receives the letter, they will submit a copy to Tom Seigle, EPD Chief Sanitary Engineer, for his recommendation.
- 5. Tom Seigle will then send his recommendation to the Board of Mayor and Aldermen, through the Clerk. The Board will make a decision at their next meeting and forward it back to EPD. We will in turn notify the customer of the Board's decision.

71

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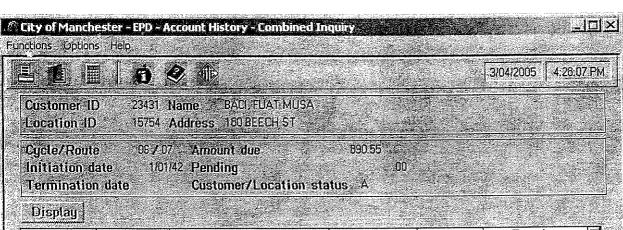
1 City of Manchester Sept of Buildings MNH 03/08 2 29 Host of Manchester Waterwork MNH 03/08 3 Environment Protection 300 Wintson MNH03/03

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23429	8-18-04	293	23431	8-17-04	419						
	11-16-04	436		12-21-016	627						
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CITY OF MANCHESTER EPD

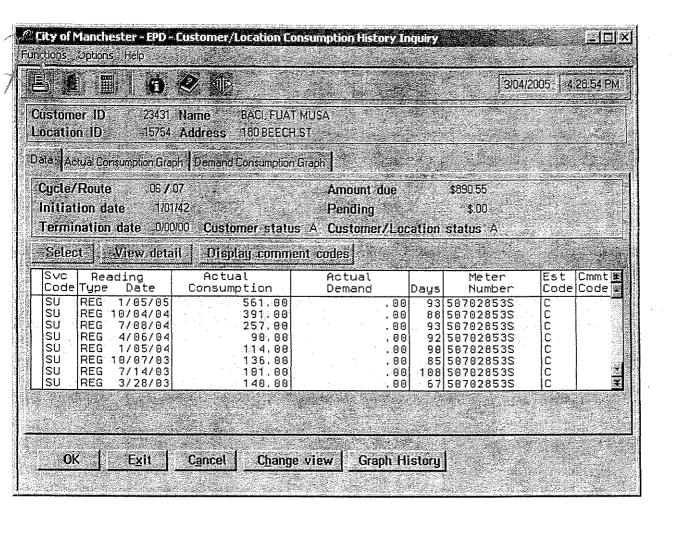
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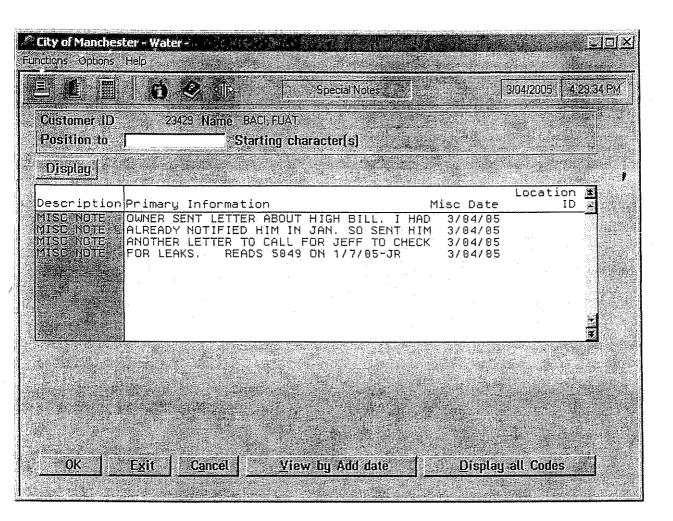


	Trai	nsaction	Transaction		•	Reference	Running	±
100	•	Type	Date	Description	Amount	Date	Balance	
	BL	BILL	2/14/05	CYCLE BILL	890.55	2/15/05	890.55	1 1 2
	LB	PMT	1/10/05	LOCKBOX27001100599	627.05-		.00	
	BL	BILL	11/15/04	CYCLE BILL	627.05	11/16/04	627.05	
	IB ·	PMT	10/14/04	LOCKBOX27010140499	419.35-		.00	
	BL	BILL	8/16/04	CYCLE BILL	419.35	8/17/04	419.35	
	LB	PMT	6/04/04	LOCKBOX27006040499	160.50-		.00	1 1 1 1 1 1 1 1
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4	LB BL	PMT	3/16/04	LOCKBOX27003160499	197.70-		.00	
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OK Exit Cancel Customer/Location functions











CITY OF MANCHESTER Office of the City Clerk



Leo R. Bernier City Clerk

Carol A. Johnson Deputy City Clerk

Paula L-Kang Deputy Clerk Administrative Services

> Matthew Normand Deputy Clerk Licensing & Facilities

Patricia Piecuch Deputy Clerk Financial Administration

MEMORANDUM

To:

Committee on Community Improvement

From:

Leo R. Bernier

City Clerk

Date:

May 6, 2005

Re:

Black Brook/Maxwell Pond

Please be advised that on May 3, 2005, the Board of Mayor and Aldermen voted to retain and repair the dam and refer the report of the Committee on Lands and Buildings to the Committee on Community Improvement.

Enclosed is a copy of the report reflecting actions taken.

Enclosure



To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Black Brook/Maxwell Pond Stream Restoration Proposal be referred to the full Board of Mayor and Aldermen for presentation.

May 3, 2005. In Board of Mayor and Aldermen.

On motion of Alderman Forest, duly seconded by Alderman Porter, it was voted to retain and repair the dam.

On motion of Alderman DeVries, duly seconded by Alderman Smith, it was voted to refer to the Committee on Community Improvements Respectfully submitted,

L.R. Benner

Clerk of Committee

Manchester Urban Ponds Restoration Program

11-15-2004

One City Hall Plaza, Manchester NH 03101 (603) 624-6450 www.manchester.nh.gov/UrbanPonds

August 6, 2004

Lands & Buildings Committee Honorable Board of Mayor and Aldermen One City Hall Plaza Manchester, NH 03101

Re: Black Brook/Maxwell Pond Stream Restoration Proposal

Honorable Committee Members:

The Manchester Urban Ponds Restoration Program (UPRP) was created in 2000 in an attempt to restore the city's urban ponds to their historic uses (such as boating, fishing, or swimming). The program attempts to promote public awareness, education and stewardship, reduce pollutant loading to improve water quality, maintain or enhance biological diversity, and provide improved recreational uses at each pond. One of the ponds in the program is Maxwell Pond.

Maxwell Pond has existed since 1900 when a dam was erected on Black Brook for the purpose of ice harvesting. Since that time the pond has been an ecosystem in need of restoration, since it has seen increased impacts from surrounding and upstream land uses over the last 50 years.

In 2001, I initiated an advisory committee comprised of environmental professionals to assess possible options for the restoration of the Maxwell Pond/Black Brook corridor. The initial discussions included dam removal as part of a larger Black Brook Corridor Restoration Project. There are many justifiable reasons for this option. First, the dam (currently in disrepair) no longer serves its original purpose, and is costly to maintain on a yearly basis. Second, the pond no longer resembles what it once was, and is no longer being used as a swimming area. Third, restoring Black Brook would enhance biological diversity and open up approximately 6 miles of unimpeded anadromous fish habitat from the Merrimack River upstream to Black Brook. This type of project, in the true spirit of restoration, certainly fits the scope and intent of the Manchester Urban Ponds Restoration Program.

Those on the advisory committee include representatives from the NH Department of Environmental Services, the NH Fish & Game Department, Trout Unlimited, the National Park Service, the Manchester Parks, Recreation & Cemetery Department, the Manchester Conservation Commission, and others. Each entity has been crucial in assisting the Urban Ponds Restoration Program with the design of a feasibility study, pre-restoration monitoring, and the likelihood of success of dam removal and habitat restoration at this site.

Through many hours of fieldwork and meetings, we have completed an exhaustive study of the impounded area to better understand the impacts of dam removal at this site. Since this is a City owned dam, the City holds the final determination of whether to move forward with the restoration of Black Brook by removing the impoundment. Considering such factors as timing, funding, dam maintenance, and habitat benefit, this is a rare opportunity for Manchester to restore at least some of what has been lost over the years.

In this period of rising environmental awareness, I ask that the Committee support this Urban Ponds Restoration Program initiative for the good of Manchester.

Thank you for your consideration.

Respectfully submitted,

Urban Ponds Restoration Program Coordinator

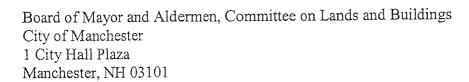


The State of New Hampshire

Department of Environmental Services



March 15, 2004



Dear Committee Members:

The Black Brook Advisory Committee (BBAC) was created in 2002 in order to investigate the feasibility and scope of stream restoration activities along the Black Brook corridor. The BBAC is comprised of representatives from The City of Manchester Conservation Commission and Parks and Recreation Department, Trout Unlimited, the National Park Service and the Department of Environmental Services. Several collaborative efforts are currently underway that will provide detailed recommendations and restoration strategies geared toward returning Black Brook to a more natural condition and function.

One of the major restoration initiatives identified by the BBAC is to investigate the potential removal of the dam on Maxwell Pond. The City of Manchester is currently faced with substantial financial obligations to repair and maintain the dam in order to maintain safety requirements and annual inspection fees etc. The City of Manchester wouldn't have to contribute any financial resources to a restoration project involving dam removal at Maxwell Pond.

The Black Brook Advisory Committee would like to request that a special meeting be convened by the Committee on Lands and Buildings to receive an informational presentation on the proposed Black Brook restoration efforts and specifically, the potential removal of the Maxwell Pond Dam. The presentation will focus upon restoration efforts, predicted benefits, financial incentives and the abundance of funding opportunities currently devoted to this project. Approximately 45 minutes would be required for the presentation and question and answer period to follow. Ultimately, we are seeking the approval of the Committee on Buildings and Lands to move forward with this effort and to provide a positive recommendation to the Board of Mayor and Alderman. Convening this proposed meeting by the end of April would be greatly appreciated as several of our funding sources are time sensitive. Please contact either of us with a proposed date and time or if you would like to discuss this request further. Thank you.

Sincerely,

Stephen C. Landry

NHDES, Merrimack Watershed Supervisor

(603) 271-2969

Jennifer Drociak

Manchester Conservation Col

(603) 559-0028

MAR 17 2004

CITY CLERK'S OFFICE

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2457 • Fax: (603) 271-7894 • TDD Access: Relay NH 1-800-735-2964

DES Web site: www.des.nh.gov



MAXWELL POND DAM REMOVAL: RESTORATION OF BLACK BROOK IS FEASIBLE

HISTORY OF MAXWELL POND



Maxwell Pond was created by the installation of a dam on Black Brook in 1900. The pond was reportedly named for A.H. Maxwell, who owned the Manchester Coal & Ice Company at the time when ice was harvested there. Ice harvesting took place in the 1930's and '40's, when Maxwell Pond was considered the best source in Manchester for pure ice. The company was located upstream and would keep the ice cold with hay-bales and sell it year round.

Until the late 1950's, Maxwell Pond was a popular for swimming, picnicking, and fishing in the summer. In the winter months the pond provided a spot for skating, bonfires and hockey games. It was even considered for a secondary

municipal water source for the City of Manchester, but the idea was apparently abandoned sometime in the 1960's. In the late 1950's and early 1960's Maxwell Pond began to change when a cement company located upstream began impacting Black Brook by washing sediment into the streambed and impoundment.

WHY REMOVE DAMS?

There are more than 4,800 active and inactive dams in the State of New Hampshire. Many of these dams were built during the Industrial Revolution in the 19th and early 20th centuries, and they played central roles in New Hampshire's economic and societal growth during that period. But as technological and societal needs have changed, so too has the need for some dams.

Many New Hampshire dams and their impoundments enable and enhance values recreational uses, such as boating, fishing, and swimming. A smaller number of New Hampshire's dams provide important services such as water supply and flood control. But some dams, particularly those that are old, unsafe and uneconomical, may be good candidates to consider for removal.

uneconomical, may be good candidates to consider for removal.

BENEFITS OF SELECTIVE DAM REMOVAL

- Elimination of a public safety hazard.
- Cost savings to taxpayers and dam owners.
- Improvement to water quality.
- Elimination of barriers to fish and other aquatic species.
- Restoration of river habitats.
- Creation of new, river-based recreational opportunities.

Dams were historically built with little, if any, consideration to their impact on river systems. In the last several decades, resource managers have learned that dams cause environmental damage, that free-flowing rivers play a vital role in ecosystem health, and the selective dam removal can be both efficient and effective.

Selective dam removal can eliminate a public safety hazard, relieve a dam owner's financial and legal burdens and restore a river to a healthier, free-flowing condition. Consequently, some dam owners are taking a second look at their dams.

WHY REMOVE MAXWELL POND DAM?

Over the last 40-50 years, the community has not been able to swim in Maxwell Pond due to increases in sediment load from upstream sites over time. Today, the pond (which had a maximum depth of 8 feet in 1954) has a maximum depth of just 4 feet. Clearly the land uses upstream have had an impact on Maxwell Pond and historical activities have not taken place at the pond in many decades.

The possibility of restoring Black Brook by removing the Maxwell Pond dam came about as one of several corridor-wide efforts to restore Black Brook. These supplemental projects include riparian/wetland work upstream from Maxwell Pond near the City's transfer station, and brook restoration planning further upstream near Wakefield Materials.

WHAT ARE THE FACTORS OF DAM REMOVAL?

The process of selective dam removal looks at several factors such as possible wetland impacts, fish and wildlife impacts, social impacts, water quality and quantity impacts, historical resource impacts, sedimentation impacts, floodplain impacts,

and aesthetic impacts. It is the **environmental issues** that often trigger consideration for dam removal, but it is typically the **economic issues** that are the pivotal decision factor since it is, in many cases, less expensive to remove a dam than to maintain and repair it on a yearly basis. Engineering issues are typically straightforward, but it is the **social issues** that are the most challenging aspect.

ENVIRONMENTAL ISSUES

Dams can have many ecological impacts on rivers. They can block fish and other aquatic species from moving throughout a river system to access spawning sites and other critical habitats. Dams can hold back and cause buildup of sediment, woody debris, and other materials that would have naturally been disturbed throughout the river, playing important roles in providing nutrients and habitat for plants and animals downstream. Dams can increase water temperatures and decrease dissolved oxygen availability in impoundments, forcing many native river species out because they can't live under those conditions. Dams can also flood wetlands, floodplain forests and other ecosystems that naturally occur along the river's edge and serve valuable purposes.

The act of removing a dam may seem like a radical event to a river and the species that live in it, but rivers have proven themselves to be very resilient and able to "heal" quickly, based upon many dam removals that have taken place nationwide. Previously submerged lands revegetate rapidly, typically within a few weeks during the growing season. Fish populations and species diversity commonly increase in the restored stretch of the river within the first year after a dam is removed. Significant water quality improvements are often seen in a similarly short amount of time, depending upon conditions.

ECONOMIC ISSUES

The cost of keeping a dam safe, particularly when the dam is no longer serving an economic function, can represent a significant burden to the dam owner. Dam ownership requires ongoing financial responsibility. Sometimes the costs of operation and maintenance, liability protection, annual registration fees and other obligations of dam ownership may outweigh the benefits derived from the dam. Studies show that repairing a dam can often cost three times more than removing that dam. In addition, there are many potential funding sources. In this case, there are funding sources available to the City of Manchester from the Manchester Urban Ponds Restoration Program (UPRP), Department of Environmental Services (DES), NH Fish & Game Department (NHFG), Trout Unlimited (TU) among others. There would most likely be no cost to the City for dam removal, and all partners have been interested in seeking river restoration of this area.

SOCIAL ISSUES

Many people have concerns regarding dam removal, such as "will the river/waterbody disappear?" "will flooding occur?" or "will all the fish die?" Some concerns are based on lack of information while others are value-based. Many share both sets of concerns. However, proactive discussion rather than reactive decisions typically result in creative solutions.

WHAT PRE-RESTORATION WORK HAS BEEN COMPLETED?

During the Winter of 2001, DES and UPRP dug 310 holes in Maxwell Pond to examine sediment depth and locate the original brook channel. Sediment chemistry was then examined, and no contaminants were found. TU has been involved with surveying and aerial topographical mapping to examine channel morphological work. DES, NHFG, and TU also collected fish at four sites on Black Brook (two upstream from the impoundment and two downstream) to survey total population, weight, and lengths of the fish. At these same sites, macroinvertebrates (stream insects) were surveyed. Additional pre-restoration work (to be completed Summer 2003) will include a survey of fish inside the impoundment and additional channel cross-section work.

WHAT IS THE TIMEFRAME FOR POTENTIAL DAM REMOVAL AT MAXWELL POND?

FOR MORE INFORMATION

Contact the NH Department of Environmental Services, Water Division, Dam Bureau, River Restoration Coordinator at (603) 271-3406 or e-mail slindloff@des.state.nh.us. OR

The Manchester Urban Ponds Restoration Program at (603) 624-6450 or agrindle@ci.manchester.nh.us

October 21, 2003

Sally Fellows Office of the City Clerk One City Hall Plaza Manchester, NH 03101

Re: Lands & Buildings Committee Meeting Agenda for December 16, 2003

Dear Ms. Fellows:

I am writing to request that the Black Brook Advisory Committee be placed on the Lands & Buildings Committee agenda for Tuesday December 16, 2003.

The Black Brook Advisory Committee includes members from the Manchester Conservation Commission, Parks & Recreation Department, Department of Environmental Services, and other organizations. Their focus has been on Maxwell Pond dam removal and Black Brook river restoration.

During this meeting the Black Brook Advisory Committee would like to discuss the feasibility of dam removal/river restoration, the alternative of dam repair, monetary costs associated with and ecological components of both options. The Black Brook Advisory Committee is ideally looking for an Aldermanic vote in favor of dam removal/river restoration and would be willing to give a second presentation to the Mayor and Board of Alderman afterwards, if necessary.

Please let me know if the Black Brook Advisory Committee will be on the Lands & Buildings Committee agenda for Tuesday December 16, but contacting me at 647-1826 or jen.drociak@nh.gov.

Thank you and I look forward to hearing from you.

Sincerely,

Jen Drociak

for broyale

Manchester Conservation Commission

OCT 27 ZUU3

CITY CLERK'S OFFICE

Mayor's Office, One City Hall Plaza, Manchester, NH 03101 (603) 624-6450

MANCHESTER CONSERVATION COMMISSION





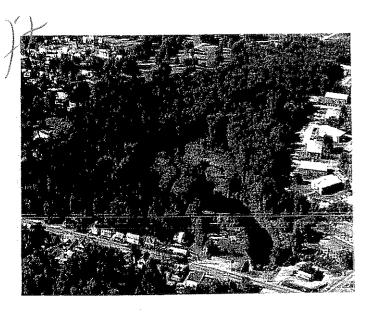
Black Brook Dam - Manchester, NH Annual Maintanance Costs Incurred by Parks, Recreation and Cemetery Department

City of Manchester - Maintenance and Associated Costs

Work Description	Frequency	Year Completed	Cost	Annual Cost	
Annual Maintenance	Yearly	2002	\$ 950.00	\$ 950.00	
Dam Inspection by NHDES	Yearly	2002	\$ 300.00	\$ 300.00	
Emergency Action Plan (EAP)	5yrs.	1998	\$ 14,200.00	\$ 2,840.00	
Repair & Improvements	15 yrs	1986	\$ 20,741.60	\$ 1,382.77	

Average Annual Costs

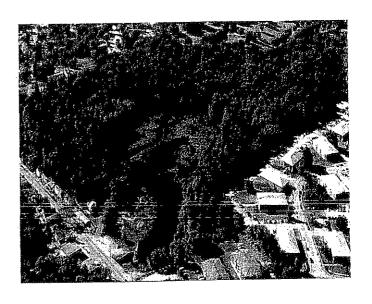
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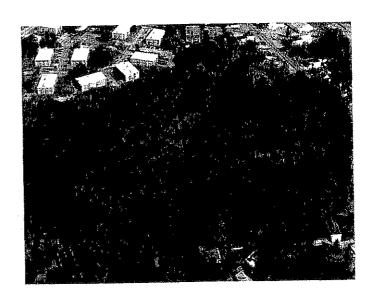
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black_brook-20.jpg



black_brook-23.jpg

Black Brook Dam Removal Manchester, NH Cost Estimate

Page 1

11/15/2004

I.	LABOR (4 men crew)		Labor Cost	Duration (days)
	Mobilization		· •	3
	Labor Cost - (\$23.46/hr x 8 hrs/day x 4men : Site Preparation & Water Control	x 3 days)	\$2,252.16	2
	Labor Cost - (\$23.46/hr x 8hrs/day x 4 men : Demolition and Debris Removal	x 2 days)	\$1,501.44	10
	Labor Cost - (\$23.46/hr x 8 hrs/day x 4men : Demobolization and Restoration	x 10days)	\$7,507.20	8
	Labor Cost - (\$23.46/hr.x 8 hrs/day x 4 men	x 8 day)	\$6,005.76	. •
	7	otal Labor Cost= _	\$17,266. 56	•
,		Total # of Days=		23
II.	EQUIPMENT In-House Rental (See attached "Dam Project Eq	uipment Rental shee	t for details) \$4,652.00	\$4,652.00
	Rental - Excavator w/ Hammer (1 week @\$3,500/wk)		\$3,500.00	
	Rental - Excavator w/ thumb (2 weeks @ \$2,500/wk)	. •	\$3,000.00	
		quipment cost =	\$11,152.00	
III.	MATERIALS	er gaster	* * * * * * * * * * * * * * * * * * *	
	Misc rip-rap, gravel, turbidity curtains, silt fence	, etc.	\$6,000.00	
	Total	Materials Cost =	\$6,000.00	







Black Brook Dam Removal Manchester, NH Cost Estimate

V. PLANNING & PROJECT OVERSIG	V.	PLANNING	& PRO.	JECT O	VERSIGH
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\$7	4 v	veeks @ \$1,500 per week		\$6,000.00
	ln-	State Travel- 4 weeks @ 60mi/day, S	\$450.00	
VIII.	Su	mmary	Total Engineering Cost =	\$6, <u>450.00</u>
	A.	Labor		\$17,266.56
	В.	Equipment		\$11,152.00
	C.	Materials		\$6,000.00
	G.	Planning & Project Oversight		\$6,450.00
	F.	20% contingencies		\$8,173.71
			Total Project Cost =	\$49,042.27



Dam Project - Equipment Rental Project Estimate

Dam Project: Black Brook Dam Removal

Dam No.: PD 150.07

Equipmentitiem	Class	No. of Days	EDaily Rate	No of Hours	#Hourly#Rates	Total \$\$
Brush Hog - WOODS	N/A		S\$2484835100		AVAILEMENTS (0100)	\$0.00
Brush Hog - JOHN DEERE	N/A		######################################		(U02028/88/88/88/88	\$0.00
Brush Hog - JOHN DEERE	N/A		CARCES SECTION		100 MINESTER SO. 100	\$0.00
Compressor, Air (Le-Roi) (TR-552)	11001	14.00	7 WESTER 95	84,00	94652420	\$353.78
Crane, Drott (ES-131)	19009		\$405M73457769G74		SUMMARS 645 6	\$0.00
Crane, Quickway (ES-116)	19009		1989 1974 E374		EN 100 FEBRUARIO SE	\$0.00
Crane, Quickway (ES-118)	19009		PRINCES (1818)		(2000 F150)	\$0.00
Dozer Backhoe TD-7	49003		######################################		(2006) (2006) (2006)	\$0.00
EXCAVATOR - CASE 9010D	N/A		#### \$200(40)		### (## 129 / BU)	\$0.00
Jackhammer	N/A	5.00	EARTHALE 24 (OD)		a e Pra	\$120.00
Loader, Michigan (ES-135)	33002		A 15 MAL 5048 51		2002/2014 000	-\$0.00
Loader, Michigan (ES-??)	33002		B 10 10 10 10 10 10 10 10 10 10 10 10 10		BEAUTY 54(00)	\$0.00
Mower, Slope Master	49001		RIBERTANCE OTO A)			\$0.00
Mowers, Ferris	N/A	·	ENGRAPS (18700)		180 Earl Sept (1909)	\$0.00
Mowers, Lawn (Small)	N/A		A PARTY OF A PROVI		A 10 May 25 (185) (185)	\$0.00
Saw, Hydraulic Concrete (18hp)	N/A	5.00	100000 (FB 5000)	8.00	(100 pt 100 pt // 100 pt /	\$454.00
Saw, Brush	N/A				AND BUILDING STORY	\$0.00
Saw, Chain (16"-19" blade)	N/A		100 100 110 110 110 110 110 110 110 110		enter custilisti	\$0.00
Stomper, Stone/Compaction	N/A		05 ve or 557/(50)			\$0.00
Tractor, Ford	49001		60 S. L. 62-40-54			\$0.00
Tractor, John Deere (no backhoe)	49001		i i još i delikiji		MV #11 1 1242/2	\$0.00
Tractor, John Deere w/backhoe	49003				Min (\$200,000)	\$0.00
Tralier, 21-TON Rogers (TR-626)	53002	4.00	學時間2月2	20.00		\$97.28
Trailer, Low-Bed 12-Ton (TR-550)	53002					\$0.00
Trailer, Hudson (TR-547)	53002				######################################	\$0.00
Trailer, Pequea (TR-670)	53002		PERSONAL PROPERTY.		WFF 6.2448)	\$0.00
Traller, Pequea (TR-836)	53002		488 2002 17 5		AND TRANSPORTED (\$40)	\$0.00
Trailer, Utility PJ (TR-464)	53002		PURE NOTIZAVA		R## 25 # # 12 F 43 E 1	\$0.00
Trailer, Const. Office (TR-???)	53007		2018/06/16 / 07/		Maria Maria N/A	\$0.00
Trimmers, Weed	N/A		(1887) (1825)	·	ACTAMARIAN TAPETOL	\$0.00
Truck, 2-Ton Dump (ES114)	55010		FT3642535425231		05000 NATE 2 8 9 E	\$0.00
Truck, 5-Ton Dump (ES115)	55011		MENSEE: 416620		99909984598961	\$0,00
Truck, 10-Wheel Dump (ES-110)	55012	20.00	SUPPRESSO(52)		CONTROL OF THE PROPERTY OF THE	\$1,923.60
Welder/Generator	11001	10.00	WT944475711995#	60.00	1792848T\$2522	\$252,70
Wood Chipper 16T-300 (TR-551)	N/A		15-WCWES7/6W/51		15446484S10W10R	\$0.00
Wood Chipper (ES-133)	N/A		####\$75#5\		PARSONS FOR OR	\$0.00
Wood Chipper 6" (TR-755)	N/A		1. V. 4. A 42.5		# (### #65F90)	\$0.00

####EquipmentItem	Class	⊹ ∄No⊬of Days	#CDaily Rates	No of Wiles	Cost/Miles	a Total\$\$
1 Ton Crew Cab (ES113) Bill	55009	20.00 1	764 SECA 88 7/55	1,200.00	571.0EXTERNALS	\$855.00
1 Ton Crew Cab (ES117) Bat Truck	55009		### (AMESES ###5)		PROPERTY OF THE	\$0.00
1 Ton Crew Cab (ES152) Jim	55009		GNESSES 75		675/80XIS	\$0.00
1 Ton Dump Truck (ES 153)	55009		6 #### 5888F7.51		904 W 46 SONE	\$0.00
3/4 Ton PU Truck (ES 42) Chris	55015	20.00	## # S25(75)	1,200.00	0100 B75 (\$1000)	\$595.00
3/4 Ton PU Truck (ES 44)	55015	-	4/96/96/SE9875		7/38/46/97/480/1/04	\$0.00
3/4 Ton PU Truck (ES121) Old	55015		\$25 Mar \$25 W.5		\$1-965 XXXXXXXX	\$0.00
3/4 Ton PU Truck (ES151)	55015		782 V.S28175		2 14 CHECONO.	\$0.00
3/4 Ton PU Truck (ES185)	55015		34407 S23775		01002280400	\$0.00
1/2 Ton Plow Truck (ES122)	55008		11151933		WW.S0.08	\$0.00

PAGE TOTAL: \$4,651.36



CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax

COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Dennis Smith Sandra Lambert Ronald Ludwig, Director

May 4, 2005

Alderman Daniel O'Neil, Chairman City of Manchester Community Improvement Program One City Hall Plaza Manchester, NH 03101

Re: Crystal Lake Master Plan Estimate

Dear Alderman O'Neil:

I am writing in response to a recent request to the committee made by Ald. DeVries regarding a price from a Consultant based on more accurate information from our department.

At a previous meeting we provided a preliminary estimate of \$30,000 from Kaestle Boos Associates to generate a master plan for the 18.5 acres and surrounding City owned property. We have since, at the request of the committee provided the consultant with digital mapping and more accurate parameters and guidance from our department. The revised proposal includes a physical overall master plan including phasing of proposed improvements for the main parcel and adjacent properties, several public outreach meetings in order to gain the input of the community and a final presentation of the master plan for a lump sum fee of \$46,800.

I hope this information proves useful as you move forward with the budget process and please do not hesitate to contact me should you have any further questions.

Best regards.

huck DePrima. Deputy Director

Cc: Ron Ludwig, Director

Robert MacKenzie, Director Planning

MAY 0 6 2005

CITY CLERK'S OFFICE



CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax 1/17/05 - Valored P+12 to come kack
with estimate

COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Dennis Smith Sandra Lambert Ronald Ludwig, Director

March 21, 2005

Alderman Daniel O'Neil, Chairman City of Manchester Community Improvement Program One City Hall Plaza Manchester, NH 03101

Re: Crystal Lake Master Plan/ Playground

Dear Alderman O'Neil:

I am writing in response to a recent request to the committee made by Ald. DeVries asking about the possibility of two (2) grant funding sources. The question brought before the committee referred to a master plan design and subsequent construction of a neighborhood playground in the 18.5 acre Crystal Lake Park..

In October of 2003 The Parks Recreation & Cemetery Department applied for Land, Water, Conservation Fund (L.W.C.F.) Grant Round 19 in the amount of \$150,000 (see attached project estimate). On January 14th, 2004 the Mayor & our department received notification that the Crystal Lake Playground Improvement Project was not selected for funding (see attached letter from Department of Resources & Economic Development – D.R.E.D.) The next grant round, will commence August 2005 with a deadline the following November.

The question regarding Land & Community Heritage Investment Program (L.C.H.I.P.) funding was also posed to the Committee as a funding option. This grant is appropriate for sites such as Crystal Lake that have historical significance. If the City wanted to restore the bathhouse, these funds could be used since the bathhouse was determined eligible to be placed on the National Registry of Historical Places in 1987. Unfortunately the grant conditions stipulate that funds may not be used for any new construction. This would include construction of a new playground A current ruling also stipulates that the funds may not be used on landscapes but only on restoring existing structures. Recently we used approximately \$200,000 of L.C.H.I.P. funds to restore a section of fence and the Currier Gate at Valley Cemetery.

We have secured a preliminary estimate of \$30,000 from Kaestle Boos Associates to design a master plan specific to the site. The master plan would identify the needs the park based on the community input and incorporate them into a physical design to be implemented over time in phases.



I hope this information proves useful as you move forward with the budget process and please do not hesitate to contact me should you have any further questions.

Best regards,

Chuck DePrima, Deputy Director

Cc: Ron Ludwig, Director

Robert MacKenzie, Director Planning



STATE OF NEW HAMPSHIRE DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT

DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856 OFFICE of RECREATION SERVICES



Commissioner

FAX 603 271-2629 WEB: www.nhparks.state.nh.us E-MAIL: nhparks@dred.state.nh.us

RICHARD MCLEOD Director 603 271-3556

January 14, 2004

Robert A. Baines Mayor City of Manchester One City Hall Plaza Manchester, NH 03101-1932

Dear Mayor Baines:

I regret to announce that the Crystal Lake Playground Improvement Project was not selected for funding through the Land and Water Conservation Fund (LWCF) Open Project Selection Process for Grant Round 19 (FY2004). The funding cut off level was based on the Congressional Appropriation, which would translate to approximately \$500,000 for local projects in New Hampshire. Although we have not yet received the final Certificate of Apportionment, we do not expect the amount to increase and in fact we have been told it will probably decrease.

LWCF Grant Round 20 (FY2005) will commence next August with an application deadline of November 5, 2004. I encourage you to submit an application for your project in that grant round. With little or no LWCF funding for most of the 1980's and '90's, there has been a backlog of excellent projects. The funding over the past four years is starting to address many of these projects. We anticipate future LWCF appropriations to fund many projects such as yours.

We look forward to working with you should you wish to move forward with a resubmission of your project application and as you continue in your outdoor recreation efforts within your community.

Sincerely,

Ben Haubrich

Recreation Services Director Alternate State Liaison Officer

Cc:

Commissioner George M. Bald, LWCF State Liaison Officer

Rich McLeod, Director of Parks & Recreation

Ron Johnson, Deputy Director, City of Manchester Parks, Recreation & Cemetery

Department



CITY OF MANCHESTER Office of the City Clerk



Leo R. Bernier City Clerk

Carol A. Johnson Deputy City Clerk

Paula L-Kang Deputy Clerk Administrative Services

Matthew Normand Deputy Clerk Licensing & Facilities

Patricia Piecuch Deputy Clerk Financial Administration

MEMORANDUM

To:

Ron Ludwig, Director

Parks, Recreation and Cemetery

From:

Leo R. Bernier

City Clerk

Date:

March 18, 2005

Re:

Site Plan for Crystal Lake Playground

Please be advised that in action taken by the Board of Mayor and Aldermen at a meeting held on March 15, 2005, it was voted to refer the above-referenced matter to the Committee on CIP.

The Board has requested that you provide a cost outline for the design of a site plan for a playground at Crystal Lake for the next CIP Committee meeting which is tentatively scheduled for Tuesday, April 12, 2005. Please forward your information to the Committee in care of this office no later than noon on Wednesday, April 6, 2005.

Enclosed for your records is a copy of a communication reflecting actions taken.

Enclosure



CRYSTAL LAKE PLAYGROUND IMPROVEMENT PROJECT

CITY OF MANCHESTER PARKS, RECREATION & CEMETERY DEPARTMENT

LAND AND WATER CONSERVATION FUND - GRANT ROUND NINETEEN

Project Task Description	Unit Costs	Sub Totals
Design/Engineering	\$12,000	\$12,000
SITE IMPROVEMENTS		
Site Work Curbing, Sidewalks, Bench Pads	\$5,000.00 \$7,500.00	\$12,500.00
SITE AMENITIES (furnish & install)		
Playground Equipment Benches Fencing	\$110,000.00 \$5,000.00 \$15,000.00	\$130,000.00
LANDSCAPING:		
Plant Material Loam & Seed	\$5,500.00 \$2,000.00	\$7,500.00
PROJECT TOTAL COSTS	\$150,000.00	\$150,000.00

PROJECT TOTAL FUNDING

\$162,000.00





CITY OF MANCHESTER Parks, Recreation & Cemetery Department

625 Mammoth Road Manchester, NH 03104-5491 (603) 624-6565 Administrative Office (603) 624-6514 Cemetery Division (603) 624-6569 Fax

COMMISSION

George "Butch" Joseph, Chairman Steve Johnson, Clerk Michael Worsley Dennis Smith Sandra Lambert Ronald Ludwig, Director

March 15, 2005. In Board of Mayor and Aldermen.

On motion of Alderman DeVries, duly seconded by Alderman Porter, it was voted to refer to the Committee on Community Improvement and request Parks and Recreation to come in with cost outline for the design of a site plan for a playground at Crystal Lake for the next CIP meeting.

City Clerk

February 23, 2005

Honorable Mayor and Board of Alderman One City Hall Plaza Manchester, NH 03101

Re: PR&C Project Update

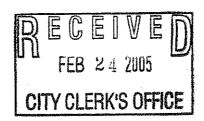
Dear Mayor and Member of the Board,

Attached please find for your information an updated progress report relative to several of our ongoing CIP Projects. If anyone has question relative to any of the projects please don't hesitate to call us.

Sincerely,

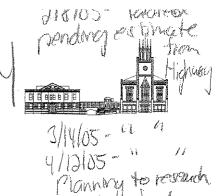
Ronald E. Ludwig

Director





CITY OF MANCHESTER Board of Aldermen



February 2, 2005

Members, Committee on Community Improvement One City Hall Plaza Manchester, NH 03101

Re: Improvements to Intersection at So. Willow and So. Maple Streets

Dear Sirs:

The area of the intersection of South Willow Street and South Maple Street has become a serious safety concern that will require improvements and funding. There are serious "blind corner" type issues with the curve and traffic flows.

We are asking that the Committee request the Highway Department to review the situation at this intersection and report back to this Committee with recommendations for improvements and estimated costs.

Your favorable consideration of this request would be most appreciated.

Sincerely,

Michael Garrity

Alderman, Ward 9

Daniel P. O'Neil Alderman At-Large



City of Manchester Department of Highways

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski - Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

March 14, 2005

CIP Committee of the Honorable Board of Mayor and Aldermen CITY OF MANCHESTER One City Hall Plaza, Manchester, New Hampshire 03101

Attn: Leo Bernier, City Clerk

Re: Improvements to Intersection of South Willow & South Maple Streets

Dear Committee Members:

I am writing in response to both Alderman Garrity's request for us to review the referenced intersection as well as a request from the restaurant (P.J. O'Sullivan's) owner to review the speeding traffic onto Maple Street from South Willow Street. We have attached a conceptual plan which would address both of these issues.

This plan eliminates the north/west bound turn lane onto South Maple Street, creating a stop condition. The estimated cost to construct this work is \$190,000.00.

Mr. Frank Thomas or myself are available to address any questions you may have pertaining to this matter.

Sincerely.

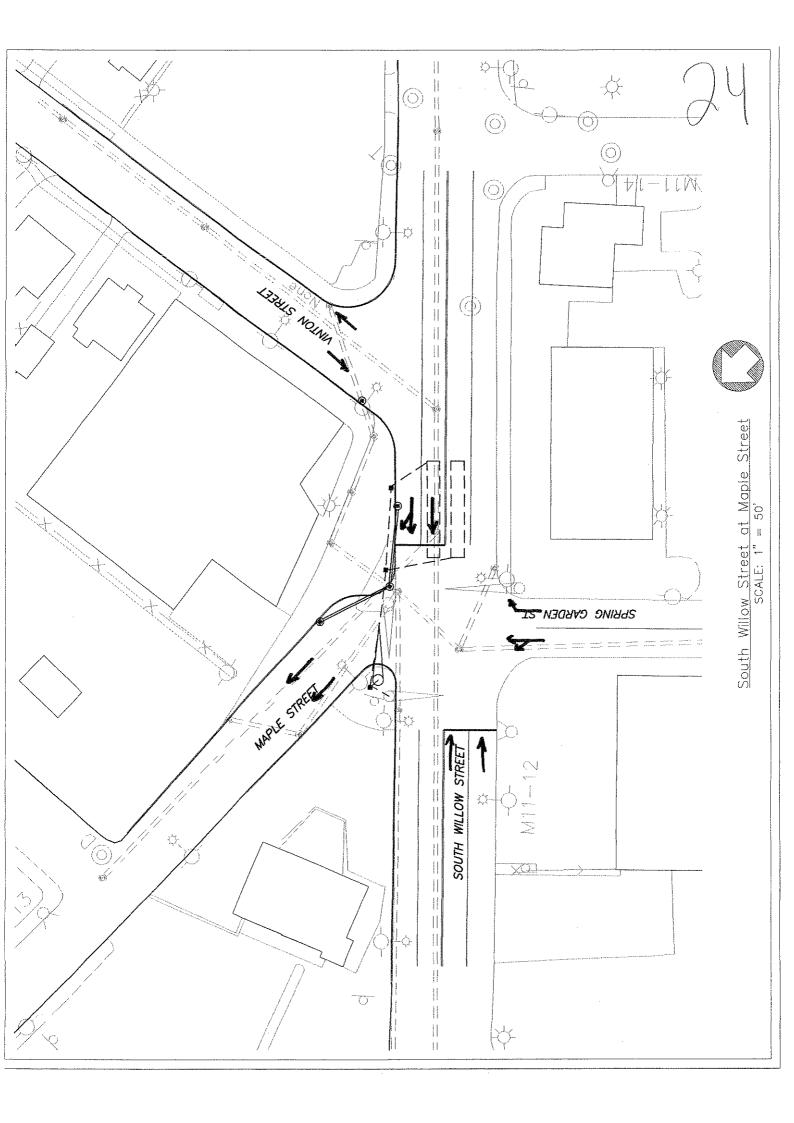
Kevin A. Sheppard, P.E.

Deputy Public Works Director

/cd

cc: Frank C. Thomas, P.E.
Alderman Daniel P. O'Neil
Alderman Michael Garrity
Bruce Thomas, P.E.
Thomas P. Lolicata
Robert MacKenzie

Encl.





South Will	South Willow at Maple Street			- Annual Market Control of the Contr	
BAT	February 14, 2005 Estimate				
Scope of w	Scope of work includes remove island, adjust/add drainage, trafic signal equipment relocation	ant reloc	ation		
and concre	and concrete island work			Addison An Constitution of Programmers and Associated States	
			and the second	**************************************	
Number	Item Description	Price	Quantity	Price	Amount
202.41	202.41 Removal of Existing Pipe , 0-24" Dia	ä	110	\$10.00	\$1,100.00
202.5	202.5 Removal of Catch Basins, Drop Inlets and Manholes	EA	3	\$250.00	\$750.00
203.1	203.1 Common Excavation	CY	723.6	\$12.00	\$8,682.67
304.2	304.2 Gravel	CY	199.3	\$16.00	\$3,189.33
304.3	304.3 Crushed Gravel	CY	230.7	\$22.00	\$5,075.89
403.11	403.11 Hot Bit. Pavement Machine Method	TON	566.1	\$100.00	\$56,609.87
403.12	403.12 Hot Bit. Pavement Hand Method	TON	50.0	\$100.00	\$5,000.00
417.1	417.1 Coldplaning of Bituminous Surfaces	SY	221.1	\$10.00	\$2,211.11
603.11015	603.11015 15" HDPE (0-10' Deep)	LF	70	\$40.00	\$2,800.00
604.24	604.24 Catch Basin 4' Diameter	VF	32	\$250.00	\$8,000.00
604.6	604.6 DMH Frame and Cover, 30" Opening	EA	3	\$280.00	\$840.00
604.82	604.82 Frame and Grate, Type B	EA	4	\$250.00	\$1,000.00
604.87	604.87 Frame and Grate, Furnished by Others	EA	5	\$125.00	\$625.00
608.1	608.1 3" Bituminous Sidewalk	ΧX	487.3	\$35.00	\$17,056.67
609.01	609.01 Vertical Granite Curb	LF	210	\$16.00	\$3,360.00
614.51	614.511 Concrete Pull Box	EA	3	\$300.00	\$900.00
	THE PROPERTY OF THE PROPERTY O				

Number	Item Description	Price	Quantity	Price	Amount
614.731	614.7318 3" PVC Conduit, Schedule 40 (Including Specified Excavation)	LF	200	\$30.00	\$6,000.00
. 19	615 Reset Traffic Sign	EA	The state of the s	\$250.00	80.00
616.10	616.101 Traffic Signals	LS		\$20,000.00	\$20,000.00
618.10	618.109 Uniformed Officers and Flagmen	ALL		\$4,000.00	\$4,000.00
619.	619.1 Maintenance of Traffic incl. Dustlaying	LS	-	\$5,000.00	\$5,000.00
619.	619.2 Const. Signs and Warning Devices	LS		\$1,000.00	\$1,000.00
179	620 Calcium Chloride	TON	2	\$100.00	\$200.00
628.	628.2 Sawed Bit. Concrete Pavement	LF	276.5	\$3.00	\$829.50
62)	629 Testing of Materials	ALL		\$500.00	\$500.00
632.310	632.3106 Reflectorized Thermoplastic Pavement Marking 6", Solid Line	LF	432	\$1.50	\$648.00
632.311.	632.3112 Reflectorized Thermoplastic Pavement Marking 12", Solid Line	LF	52	\$2.50	\$130.00
632.310	632.3104 Reflectorized Thermoplastic Pavement Marking 4", Double Line	LF	316	\$2.00	\$632.00
632.360	632.3601 Reflectorized Thermoplastic Pavement Arrows, Single	EA	4	\$80.00	\$320.00
641.0	641.04 Loam 4 Inches Deep	SY	5	\$3.20	\$16.00
64	646 Turf Establishment with Mulch	SY	\$	\$1.50	\$7.50
69	692 Mobilization	ST		\$5,000.00	\$5,000.00
69	699 Temp. Proj. Water Pollution Control	ALL	artes (Area and Area and Area Area and	\$500.00	\$500.00
				11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	Subtotal:				\$161,983.53
	15% contingency	100	-		\$24,297.53
		Marant			3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
	Total:		, T	100 115 20000000000000000000000000000000	\$186,281.06
	Use:				\$190,000





City of Manchester Department of Highways

227 Maple Street Manchester, New Hampshire 03103-5596 (603) 624-6444 Fax # (603) 624-6487 Commission Edward J. Beleski - Chairman

- Chairman Henry R. Bourgeois William F. Kelley Michael W. Lowry William A. Varkas

Frank C. Thomas, P.E. Public Works Director

Kevin A. Sheppard, P.E. Deputy Public Works Director

April 11, 2005

C.I.P. Committee of the Honorable Board of Mayor and Aldermen One City Hall Plaza, Manchester, New Hampshire 03101

Attn: Leo R. Bernier, City Clerk

Re: Improvements to Intersection of S. Willow and S. Maple Streets

Dear Committee Members:

As a follow-up to my March 14th letter, I am attaching an optional estimate for the construction of the referenced project. The attached estimate, in the amount of \$60,000 would be the cost of the work should the construction be performed by City crews.

I will be available to address any questions you may have on this matter.

Sincerely.

Kevin A. Sheppard, P.E.

Deputy Public Works Director

/cd

cc: Frank C. Thomas, P.E.
Alderman Daniel P. O'Neil
Alderman Michael Garrity
Thomas P. Lolicata, Traffic Dir.
Robert MacKenzie, Planning Dir.

Encl.

ESTIMATE

South Willow St. & Maple St. Intersection Improvemnents

B.A.T.

March 15, 2005



City Forces Estimate for removing the island, adjust/add drainage, traffic signal equipment relocation and removing the northbound Maple Street slip by lane.

UNIT TOTAL ITEM PRICE COST UNITS ITEMS QUANTITY

ROADWAY MATERIALS

152	TON	3/8" Wearing Course	\$28.00	\$4,263.27
296	TON	3/8" Base Course	\$28.00	\$8,292.82
697	TON	18" RAP Base	\$6.00	\$4,181.00
180	LF	Vertical Granite Curb	\$12.00	\$2,160.00
30	LF	Curved Vertical Granite Curb	\$18.00	\$540.00

SUBTOTAL \$19,437.09

DRAINAGE MATERIALS:

4	EA	Type B Frames and Grates	\$155.29	\$621.16
4	EA	Round Slab Top 48"	\$85.00	\$340.00
32	VF	48" Dia. Riser	\$40.00	\$1,280.00
4	EA	48" Dia. Base	\$160.00	\$640.00
16	TON	3/4" Stone	\$7.49	\$121.37
18	TON	Sand Fill	\$1.50	\$26.25
70	LF	15" Dia. HDP Pipe	\$4.22	\$295.40

SUBTOTAL: \$3,324.18

MISCELL ANEOUS MATERIALS.

MIOCETT	"ANEOGS	IVIA I ENIALO.			
	0	LS	Erosion Control	\$1,000.00	\$0.00
	1	LS	Construction Signs	\$500.00	\$500.00
	2	CY	Loam (4")	\$12.80	\$25.60

SUBTOTAL: \$525.60

ROADWAY MATERIALS: DRAINAGE MATERIALS: \$19,437.09 \$3,324.18

MISCELLANEOUS MATERIALS

\$525.60

SUBTOTAL (MATERIALS):

\$23,286.86

ADD 15% (OF VALUE OF MATL.):

\$3,493.03

TOTAL (MATERIALS):

\$26,779.89

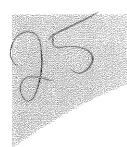
CONTRACT ITEMS:

VV((1), U(U), 1, L(U).							
1	ALL	Police Officers	\$4,000.00	\$4,000.00			
1	LS	Striping	\$865.00	\$865.00			
1	LS	Traffic Signals	\$26,900.00	\$26,900.00			

\$31,765.00 SUBTOTAL:

\$58,544.89 TOTAL PROJECT:

> USE: \$60,000



WESTON OBSERVATORY RESTORATION COMMITTEE

April 12, 2005

City of Manchester CIP Committee 1 City Hall Plaza Manchester, NH 03101

To The CIP Committee.

The Weston Observatory Restoration Committee met on April 5 to discuss the 2005 restoration project. The committee identified the observatory restoration needs. The observatory needs a new deck. The stonework needs repointing. The windows needs to be removed and refit. The metal staircase needs sandblasting and painting. The observatory needs electrical upgrading to comply with city codes. All of the above mentioned work is estimated to cost \$45,000.

The committee is working on a capital campaign to raise funds to match the city's contribution. We are requesting \$22,500 at this time with the remaining funds to be raised through grant writing and private contributions. Unless the city contributes to this campaign, it is unlikely that the committee would receive any grant funding from foundations. This is a city owned historic landmark in need of attention.

We would like to present to you an accurate estimate of all work to be done. We have identified local businesses wanting to begin work immediately if the city is willing to contribute their portion of this project. The committee will be meeting in May @ City Hall and in June with neighbors @ Hillside Middle School.

Our goal is to restore the observatory and the grounds surrounding the building to allow the community to once again enjoy this small parkland with incredible views. We will also develop a yearly maintenance plan and a self-sustainable plan for future. A cost analysis will be submitted upon request and monthly accounting reports will be given to the CIP committee for review.

We thank you for the consideration.

Sincerely,
We Bed

Jane Beaulieu Project Chair

> For Manchester 83 Hanover Street 3rd floor Manchester, New Hampshire 03101



Robert S. MacKenzie, AICP Director

CITY OF MANCHESTER

Planning and Community Development

Planning Community Improvement Program Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memorandum

To:

Committee on Community Improvement Program

From:

Robert S. MacKenzie

Director of Planning & Community Development

Date:

April 12, 2005

Subject:

Weston Observatory

The Weston Observatory is a key City landmark that is located on Oak Hill overlooking Derryfield Park and the City. The building is listed on the National Register of Historic Places. It was last improved approximately 30 years ago. In order to improve security in the area, vehicular access to the Observatory was blocked off several years ago.

Given its landmark status, we would recommend the following steps:

- 1) That a professional evaluation be done of structural, mechanical and cosmetic aspects of the building with a recognition of its National Register
- 2) That a site evaluation be conducted to both improve its setting and to properly make recommendations on vehicular access, pedestrian access, site security and operational program.

It is likely that the evaluation will take a couple of months and would make recommendations on prioritized capital improvements and operational methods. It is likely that the evaluation would take a few thousand dollars. It is recommended that the funds for this evaluation come from the existing Derryfield Park improvement program.

If you have any questions, we will be available at your next meeting.